

1 of information, data, and documents, and review of corporate policies and practices. The Parties have
2 engaged in sufficient informal discovery and investigation to assess the relative merits of the claims
3 and contentions of the Parties.

4 4. On June 20, 2024, the Parties participated in mediation with Todd A. Smith, Esq. (the
5 “Mediator”), a respected mediator of complex wage and hour actions, which did not result in a
6 settlement at that time. After further negotiations, the Parties reached the settlement that is
7 memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the
8 Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and
9 exposure in relation to the costs and risks associated with continued litigation. Based on Class
10 Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for
11 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
12 adequate and is in the best interest of the Class Members in light of all known facts and circumstances,
13 including the risk of significant delay and uncertainty associated with litigation and various defenses
14 asserted by Defendant.

15 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
16 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
17 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
18 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
19 positions.

20 **DEFINITIONS**

21 6. The following definitions are applicable to this Settlement Agreement. Definitions
22 contained elsewhere in this Settlement Agreement will also be effective.

23 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
24 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and
25 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

26 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
27 non-exempt employees who worked for Defendant within the State of California at any time during
28 the Class Period, but excluding those who signed a settlement agreement and/or arbitration agreement

1 with Defendant.

2 c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
3 and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

4 d. "Class List" means a complete list of all Class Members that Defendant will
5 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
6 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
7 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
8 number; and (4) number of Workweeks.

9 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
10 the form attached hereto as "Exhibit A."

11 f. "Class Period" means the period from December 13, 2019 through July 13,
12 2024.

13 g. "Court" means the Superior Court of the State of California for the County of
14 Los Angeles.

15 h. "Defendant's Counsel" means Lee A. Miller and Ilana M. Kaufman of Miller
16 Law Partners, PC.

17 i. "Effective Date" means the date by when both of the following have occurred:
18 (a) the Court enters the Judgment; and (b) the Judgment is final. The Judgment is final as of the latest
19 of the following occurrences: (a) if no Settlement Class Member objects to the Settlement, the day the
20 Court enters the Judgment; (b) if one or more Settlement Class Members objects to the Settlement, the
21 day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
22 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

23 j. "Employer Taxes" means the employer's share of taxes and contributions in
24 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
25 in addition to the Gross Settlement Amount.

26 k. "Enhancement Payment" means the amount to be paid to Plaintiff, in
27 recognition of his effort and work in prosecuting the Action on behalf of Class Members, as set forth
28 in Paragraph 10.

1 l. “Final Approval” means the determination by the Court that the Settlement is
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 m. “Final Approval Hearing” means the hearing at which the Court will consider
4 and determine whether the Settlement should be granted Final Approval.

5 n. “Final Approval Order” means the order granting final approval of the
6 Settlement.

7 o. “Gross Settlement Amount” means the amount of One Hundred Thousand
8 Dollars and Zero Cents (\$100,000.00) to be paid by Defendant in full satisfaction of the Action and
9 Released Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, Settlement
10 Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members.
11 Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.
12 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will
13 return to Defendant.

14 p. “Individual Settlement Payment” means the net payment of each Settlement
15 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
16 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
17 Paragraph 14.

18 q. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
19 Amount that a Class Member may be eligible to receive, to be calculated in accordance with Paragraph
20 13.

21 r. “Judgment” means the judgment entered by the Court upon granting final
22 approval of the Settlement.

23 s. “Net Settlement Amount” means the portion of the Gross Settlement Amount
24 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
25 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
26 Administration Costs.

27 t. “Notice of Objection” means a Settlement Class Member’s written objection to
28 the Settlement, which must: (a) contain the case name and case number of the Action; (b) contain the

1 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
2 Social Security number; (c) contain a written statement setting forth all grounds for the objection
3 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
4 documents upon which the objection is based; and (e) be returned by mail to the Settlement
5 Administrator at the specified address, postmarked on or before the Response Deadline.

6 u. "Preliminary Approval" means the date on which the Court enters the
7 Preliminary Approval Order.

8 v. "Preliminary Approval Order" means the order granting preliminary approval
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
10 the Court.

11 w. "Released Claims" means any and all claims which were alleged or which could
12 have been reasonably alleged based on the factual allegations in the Operative Complaint, arising
13 during the Class Period, and shall specifically include claims for Defendant's alleged failure to: (1)
14 pay minimum and overtime wages, (2) provide compliant meal and rest periods and associated
15 premium payments, (3) timely pay wages during employment and upon termination, (4) provide
16 compliant wage statements, and (5) reimburse necessary business-related expenses; in violation of
17 California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1,
18 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and California
19 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
20 Code violations. The Released Claims do not include claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers' compensation, or claims based on facts occurring outside the Class Period.

23 x. "Released Parties" means Defendant and its former and present directors,
24 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
25 subsidiaries, and affiliates.

26 y. "Request for Exclusion" means a letter submitted by a Class Member indicating
27 a request to be excluded from the Settlement, which must: (a) contain the case name and case number
28 of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and

1 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
2 Member does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement
3 Administrator at the specified address, postmarked on or before the Response Deadline.

4 z. “Response Deadline” means the deadline by which Class Members must submit
5 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
6 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
7 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
8 case the Response Deadline will be extended to the next day on which the United States Postal Service
9 is open. The Response Deadline may also be extended by express agreement between Class Counsel
10 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
11 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
12 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
13 from the original Response Deadline.

14 aa. “Settlement Administrator” means Apex Class Action LLC, or any other third-
15 party class action settlement administrator agreed to by the Parties and approved by the Court for
16 purposes of administering the Settlement. The Parties and their counsel each represent that they do
17 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
18 the Settlement Administrator that could create a conflict of interest.

19 bb. “Settlement Administration Costs” means the costs payable from the Gross
20 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
21 Paragraph 12.

22 cc. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
23 who do not submit a timely and valid Request for Exclusion.

24 dd. “Workweeks” means the number of weeks each Class Member worked for
25 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

26 ee. “Workweeks Dispute” means a letter submitted by a Class Member disputing
27 the number of Workweeks to which they have been credited, which must: (a) contain the case name
28 and case number of the Action; (b) contain the Class Member’s full name, signature, address,

1 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
2 clearly state that the Class Member disputes the number of Workweeks credited to the Class Member
3 and what the Class Member contends is the correct number; and (d) be returned by mail to the
4 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

5 **CLASS CERTIFICATION**

6 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
7 Class.

8 8. The Parties agree that certification for the purpose of settlement is not an admission
9 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
10 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
11 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
12 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
13 non-settlement context.

14 **TERMS OF THE AGREEMENT**

15 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
16 forth herein, the Parties agree, subject to the Court's approval, as follows:

17 9. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
19 Settlement Amount (i.e., \$33,333.33 if the Gross Settlement Amount is \$100,000.00) and
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
21 of the Action, in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00),
22 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
23 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
24 the Action, including without limitation all work performed and costs incurred to date, and all work
25 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
26 Settlement Agreement, including any objections raised and any appeals necessitated by those
27 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
28 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement

1 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
2 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
3 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

4 10. Enhancement Payment. Defendant agrees not to oppose or impede any application or
5 motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars and Zero
6 Cents (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
7 Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a
8 Settlement Class Member. Plaintiff shall be solely and legally responsible for correctly characterizing
9 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
10 Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion
11 of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated
12 to the Net Settlement Amount for the benefit of the Settlement Class Members.

13 11. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
15 which are currently not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). These costs,
16 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
17 *alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
18 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
19 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
20 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
21 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
22 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
23 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
24 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
25 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
26 Settlement Amount for the benefit of the Settlement Class Members.

27 12. Workweeks. Defendant has represented that there are a total of 41 Class Members who
28 worked a total of 2,319 Workweeks.

1 13. Individual Settlement Share Calculations. Individual Settlement Shares will be
2 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
3 Workweeks, as follows:

4 a. After Preliminary Approval, the Settlement Administrator will divide the Net
5 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
6 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
7 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be
8 entitled to receive.

9 b. After Final Approval, the Settlement Administrator will divide the final Net
10 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
11 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
12 Value to yield each Settlement Class Member's final Individual Settlement Share.

13 14. Tax Treatment of Individual Settlement Shares. Each Individual Settlement Share will
14 be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and
15 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the
16 portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099
17 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
18 employee's share of taxes and withholdings with respect to the wages portion of the Individual
19 Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement
20 Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The
21 Employer Taxes will be paid separately and in addition to the Gross Settlement Amount.

22 15. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class
24 Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all
25 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be
26 responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally
27 required withholdings to the appropriate government authorities.

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1 16. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and
4 Settlement Class Members are not relying on any statement, representation, or calculation by
5 Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Settlement
6 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
7 responsible for the payment of any taxes and penalties assessed on the payments described in this
8 Settlement Agreement. Plaintiff and Settlement Class Members should consult with their tax advisors
9 concerning the tax consequences of any payment they receive under the Settlement.

10 17. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
11 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
12 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
13 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
14 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
15 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
16 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
17 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
18 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
19 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
20 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
21 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
22 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
24 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
25 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
26 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
27 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
28 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S

1 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
2 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
3 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
4 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

5 18. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
6 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
7 are issued to the payee. It is expressly understood and agreed that payments made under this
8 Settlement shall not in any way entitle Plaintiff and Settlement Class Members to additional
9 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,
10 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
11 Plaintiff and Settlement Class Members to any increased retirement, 401K benefits or matching
12 benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in
13 any benefit or compensation plan document that might have been in effect during the Class Period).

14 19. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
15 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
16 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
17 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
18 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
19 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
20 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will
21 apply for the entry of the Preliminary Approval Order seeking the following:

- 22 a. Conditionally certifying the Class for settlement purposes only;
- 23 b. Granting Preliminary Approval of the Settlement;
- 24 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 25 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 26 e. Approving as to form and content, the mutually-agreed upon and proposed
27 Class Notice and directing its mailing by First Class U.S. Mail;

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1 f. Approving the manner and method for Class Members to request exclusion
2 from or object to the Settlement as contained herein and within the Class Notice;

3 g. Scheduling a Final Approval Hearing at which the Court will determine whether
4 Final Approval of the Settlement should be granted.

5 20. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
6 Defendant will provide the Class List to the Settlement Administrator.

7 21. Notice by First-Class U.S. Mail.

8 a. Within seven (7) calendar days after receiving the Class List from Defendant,
9 the Settlement Administrator will perform a search based on the National Change of Address Database
10 or any other similar services available, such as provided by Experian, for information to update and
11 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
12 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
13 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

14 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
15 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
16 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
17 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
18 attempt to determine the correct address using a skip-trace or other search, using the name, address,
19 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
20 calendar days.

21 c. Compliance with the procedures described herein above shall constitute due and
22 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
23 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
24 provide notice of the Settlement.

25 22. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute
26 the number of Workweeks to which they have been credited, as reflected in their respective Class
27 Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by
28 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing

1 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely
2 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to
3 the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be
4 presumed to be correct and determinative of the dispute. However, if a Class Member produces
5 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials
6 submitted by the Class Member and the Settlement Administrator will resolve and determine the
7 number of eligible Workweeks that the disputing Class Member should be credited with under the
8 Settlement. The Settlement Administrator's decision on such disputes will be final and non-
9 appealable.

10 23. Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded
11 from the Settlement must submit a timely and valid Request for Exclusion to the Settlement
12 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
13 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
14 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
15 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
16 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
17 declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time
18 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request
19 exclusion from the Settlement. Any Class Member who submits a Request for Exclusion is prohibited
20 from making any objection to the Settlement. Any Class Member who submits a timely and valid
21 Request for Exclusion will not be bound by the Settlement and will not be issued an Individual
22 Settlement Payment. Any Class Member who does not affirmatively request exclusion from the
23 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms
24 of the Settlement, including and not limited to those pertaining to the Released Claims, as well as any
25 judgment that may be entered by the Court if it grants Final Approval to the Settlement.

26 24. Objecting to the Settlement. To object to the Settlement, Settlement Class Members
27 must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail,
28 postmarked on or before the Response Deadline. The date of the postmark on the return mailing

1 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
2 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
3 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
4 and complete and which were not), and also attach them to a declaration that is to be filed with the
5 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
6 seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal
7 from the Judgment. Settlement Class Members, individually or through counsel, may also present
8 their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
9 Notice of Objection.

10 25. Reports by the Settlement Administrator. The Settlement Administrator shall provide
11 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
12 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
13 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
14 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
15 Administrator will provide to counsel for the Parties any updated reports regarding the administration
16 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
17 receives a request from an individual or any other entity regarding inclusion in the Class and/or
18 Settlement or regarding a Workweeks Dispute.

19 26. Defendant's Right to Rescind. If more than ten percent (10%) or more of the Class
20 Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the
21 Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to
22 Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties
23 of the number of Class Members who have submitted timely and valid Requests for Exclusion
24 following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
25 of settlement administration owed to the Settlement Administrator incurred up to that date.

26 27. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to
28 the Court and counsel for all Parties.

1 28. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
3 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
4 Individual Settlement Shares; (b) Attorneys’ Fees and Costs; (c) Enhancement Payment; and (d)
5 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30)
6 calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting
7 the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel
8 a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff
9 will apply for the entry of the Final Approval Order and Judgment, which will provide for, in
10 substantial part, the following:

- 11 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
12 consummation of its terms and provisions;
- 13 b. Certification of the Settlement Class;
- 14 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 15 d. Approval of the application for Enhancement Payment to Plaintiff;
- 16 e. Directing Defendant to fund all amounts due under the Settlement Agreement
17 and ordered by the Court; and
- 18 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
19 conformity with California Rules of Court 3.769 and the Settlement Agreement.

20 29. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after
21 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
22 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
23 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
24 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
25 unemployment insurance tax ID number, and other information requested by the Settlement
26 Administrator, no later than thirty (30) calendar days after the Effective Date.

27 30. Distribution of the Gross Settlement Amount. Within seven (7) business days of the
28 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
Settlement Payments to Settlement Class Members, Enhancement Payment to Plaintiff, Attorneys’

1 Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement
2 Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,
3 contributions, and withholding, and timely forward these to the appropriate government authorities.

4 31. Settlement Checks. The Settlement Administrator will be responsible for undertaking
5 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
6 of check to the Settlement Class Members in accordance with this Settlement Agreement. Settlement
7 Class Members are not required to submit a claim to be issued an Individual Settlement Payment.
8 Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty
9 (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
10 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
11 of California's Unclaimed Property Division in the name of the Settlement Class Member. The Parties
12 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384,
13 as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not
14 they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on
15 such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings
16 and reporting required under applicable local, state, and federal tax laws that are necessitated due to
17 the cancelation of any Individual Settlement Payment checks. Settlement Class Members whose
18 Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Settlement.

19 32. Class Release. Upon the Effective Date and full funding of the Gross Settlement
20 Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever
21 released the Released Parties of all Released Claims.

22 33. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
23 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
24 and forever released the Released Parties from any and all claims, transactions, or occurrences that
25 occurred during the Class Period, including, but not limited to, all claims that were alleged or
26 reasonably could have been alleged, based on the factual allegations in the Operative Complaint. This
27 release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims
28 for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'

1 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
2 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
3 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release
4 shall be and remain effective in all respects, notwithstanding such different or additional facts or
5 Plaintiff's discovery of them. For the purposes of this release, Plaintiff expressly waives and
6 relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,
7 which reads:

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

13 34. Final Approval Order and Judgment. The Parties shall provide the Settlement
14 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
15 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
16 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
17 Class will be required.

18 35. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
19 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
20 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
21 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
22 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
23 Settlement Agreement.

24 36. Effects of Termination or Rescission of Settlement. Termination or rescission of the
25 Settlement Agreement shall have the following effects:

26 a. The Settlement Agreement shall be void and shall have no force or effect, and
27 no Party shall be bound by any of its terms;

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1 b. In the event the Settlement Agreement is terminated, Defendant shall have no
2 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
3 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
4 Administrator is notified that the Settlement has been terminated;

5 c. The Preliminary Approval Order, Final Approval Order, and Judgment,
6 including any order certifying the Class, shall be vacated;

7 d. The Settlement Agreement and all negotiations, statements, and proceedings
8 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
9 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

10 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
11 statements, or filings in furtherance of the Settlement (including all matters associated with the
12 mediation) shall be admissible or offered into evidence in the Action or any other action for any
13 purpose whatsoever; and

14 f. Any documents generated to bring the Settlement into effect, will be null and
15 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning.

17 37. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action or right herein released and discharged.

21 38. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
22 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
23 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

24 39. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
25 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
26 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
27 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
28 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),

1 which provide that a written agreement is to be construed according to its terms and may not be varied
2 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
3 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

4 40. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
5 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
6 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
7 Approval Hearing to be conducted by the Court.

8 41. Amendment or Modification. Prior to the filing of the motion for preliminary approval
9 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
10 except by written agreement signed by counsel for all Parties. After the filing of the motion for
11 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
12 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
13 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
14 constitute a waiver of any other provision.

15 42. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
18 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
19 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
20 full authority to enter into this Settlement Agreement, and further intend that this Settlement
21 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
22 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
23 confidentiality provisions that otherwise might apply under state or federal law.

24 43. Signatories. It is agreed that because the members of the Class are so numerous, it is
25 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
26 The Class Notice will advise all Class Members of the binding nature of the Settlement as to the
27 Settlement Class Members, and the release provided for by this Settlement Agreement shall have the
28 same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member.

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1 44. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 45. California Law Governs. All terms of this Settlement Agreement and attached exhibits
4 hereto will be governed by and interpreted according to the laws of the State of California.

5 46. Execution and Counterparts. This Settlement Agreement is subject only to the
6 execution of all Parties. However, this Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
8 copies of the signature page, will be deemed to be one and the same instrument.

9 47. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
11 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
12 account all relevant factors, present and potential. The Parties further acknowledge that they are each
13 represented by competent counsel and that they have had an opportunity to consult with their counsel
14 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
15 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
16 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
17 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

18 48. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable.

22 49. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
23 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
24 to implement the Settlement.

25 50. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
26 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
27 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
28 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines

1 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
2 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
3 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
4 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
5 construed as an admission or concession by Defendant of any such violations or failures to comply
6 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
7 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
8 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
9 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
10 federal, state, local or other applicable law.

11 51. Captions. The captions and paragraph numbers in this Settlement Agreement are
12 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
13 intent of the provisions of this Settlement Agreement.

14 52. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
16 construed more strictly against one Party than another merely by virtue of the fact that it may have
17 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
18 negotiations between the Parties, all Parties have contributed equally to the preparation of this
19 Settlement Agreement.

20 53. Representation By Counsel. The Parties acknowledge that they have been represented
21 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
22 that this Settlement Agreement has been executed with the consent and advice of counsel, and
23 reviewed in full.

24 54. All Terms Subject to Final Court Approval. All amounts and procedures described in
25 this Settlement Agreement herein will be subject to final Court approval.

26 55. Notices. All notices, demands, and other communications to be provided concerning
27 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
28 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed

1 as follows:

2 To Plaintiff and Class Counsel:

3 Jonathan M. Genish

4 jgenish@blackstonepc.com

5 Miriam L. Schimmel

6 mschimmel@blackstonepc.com

7 Joana Fang

8 jfang@blackstonepc.com

9 Alexandra Rose

10 arose@blackstonepc.com

11 **BLACKSTONE LAW, APC**

12 8383 Wilshire Boulevard, Suite 745

13 Beverly Hills, California 90211

14 Tel: (310) 622-4278 / Fax: (855) 786-6356

15 To Defendant:

16 Lee A. Miller

17 lmiller@millerlawpartners.com

18 Ilana M. Kaufman

19 ikaufman@millerlawpartners.com

20 **MILLER LAW PARTNERS, PC**

21 21600 Oxnard Street, Suite 380

22 Woodland Hills, California 91367

23 Tel: (818) 279-6600 / Fax: (818) 279-6601

24 56. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
25 cooperate with each other in good faith and use their best efforts to implement the Settlement,
26 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
27 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
28 content of any document needed to implement the Settlement Agreement, or on any supplemental
provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this First
Amended Joint Stipulation of Class Action Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF JONATHAN MARTIN

Dated: 06/02/2025



Plaintiff Jonathan Martin

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DEFENDANT ATLAS DIGITAL, LLC

Dated: _____

Dan Warner, its COO

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: June 2, 2025



Jonathan M. Genish
*Attorneys for Plaintiff Jonathan Martin
and Proposed Class Counsel*

MILLER LAW PARTNERS, PC

Dated: _____

Lee A. Miller
Ilana M. Kaufman
Attorneys for Defendant Atlas Digital, LLC

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Dated: 5/28/2025 _____

DEFENDANT ATLAS DIGITAL, LLC

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Dan Warner, its COO

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
*Attorneys for Plaintiff Jonathan Martin
and Proposed Class Counsel*

MILLER LAW PARTNERS, PC

Dated: 5/28/2025 _____

DocuSigned by:

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Lee A. Miller
Ilana M. Kaufman
Attorneys for Defendant Atlas Digital, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jonathan Martin v. Atlas Digital, LLC
Los Angeles County Superior Court Case No. 23STCV30498

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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.

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

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 Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Jonathan Martin (“Plaintiff”) and Defendant Atlas Digital, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court Case No. 23STCV30498 (“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.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period, but excluding those who signed a settlement agreement and/or arbitration agreement with Defendant.

“Class Period” means the period from December 13, 2019 through July 13, 2024.

II. BACKGROUND OF THE ACTION

On December 13, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint (“Operative Complaint”) in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

The Parties have entered into a First Amended Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jonathan Martin as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

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 Plaintiff or Class Members. Plaintiff 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$33,333.33), and reimbursement of litigation costs and expenses, in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his services in the Action; and (3) Settlement Administration Costs in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to 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 (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.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the 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.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on 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.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

- **From December 13, 2019 through July 13, 2024 (i.e., the Class Period), you are credited as having**

worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks 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 case number of the Action (*Martin v. Atlas Digital, LLC*, Case No. 23STCV30498); (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 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

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. 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.

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties of all Released Claims.

“Released 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, and shall specifically include claims for Defendant’s alleged failure to: (1) pay minimum and overtime wages, (2) provide compliant meal and rest periods and associated premium payments, (3) timely pay wages during employment and upon termination, (4) provide compliant wage statements, and (5) 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, and California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations. The Released Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$33,333.33) and reimbursement of litigation costs and expenses in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) (collectively, “Attorneys’ Fees and Costs”), subject 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 Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

As a Class Member, you will not be separately responsible for the payment 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.

B. Request Exclusion from the Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and case number of the Action (*Martin v. Atlas Digital, LLC*, Case No. 23STCV30498); (b) contain your full name, signature, address, 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 Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the 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.

C. Object to the Settlement

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

The Notice of Objection must: (a) contain the case name and case number of the Action (*Martin v. Atlas Digital, LLC*, Case No. 23STCV30498); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement setting forth 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 [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, 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, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at [redacted] for more information and documents relating to the Settlement.

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

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