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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GEROSKA GAY, PATRICIA YOUNG,
PHILIP JACKSON, and VANESSA
MARTINEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PREMIUM RETAIL SERVICES, LLC, a
Delaware limited liability company;
PREMIUM RETAIL SERVICES, INC., a
Delaware corporation; EZAT RAHIMI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: No. C23-2216

**AMENDED CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

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1 This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by
2 and between Plaintiffs Patricia Young, Philip Jackson, Geroska Gay, and Vanessa Martinez
3 (“Plaintiffs”), individually and on behalf of all those similarly situated, and Defendant Premium
4 Retail Services, LLC (“Defendant” or “Premium”) in the *Young, Gay, and Martinez* actions
5 currently pending against Defendant (hereinafter, the “Actions”). The Agreement refers to
6 Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

7 This Settlement shall be binding on Plaintiffs, the current and former employees they seek
8 to represent, on Defendant, and on their respective counsel, subject to the terms and conditions
9 definitions, recitals, and terms set forth herein and to the approval of the Court.

10 **1. DEFINITIONS.**

11 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against
12 Defendant captioned *Young, et al., v. Premium Retail Services, Inc.*, No. 3:23-cv-1515 (S.D. Cal.);
13 *Gay v. Premium Retail Services, Inc.*, No. 3:23-cv-3963 (N.D. Cal.) and No. C23-2216 (Sup. Ct.,
14 Contra Costa); and *Martinez v. Premium Retail Services, LLC, et al.*, No. 5:23-cv-6084 (N.D. Cal.)
15 and No. C24CV-445918 (Sup. Ct., Santa Clara).

16 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed
17 to appoint to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be
19 paid from the Gross Settlement Amount to reimburse for its reasonable fees and expenses in
20 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employees” means all individuals employed by Defendant as non-
23 exempt, hourly employees who fall under Defendant’s Representative job classification in
24 California at any time during the PAGA Period and who had at least one PAGA Pay Period.

25 1.5. “Class” or “Settlement Class” means all individuals employed by Defendant as non-
26 exempt, hourly employees who fall under Defendant’s Representative job classification in
27 California at any time between June 13, 2022 and September 26, 2024.

1 1.6. “Class Counsel” means Alexandra K. Piazza of Berger Montague PC, David
2 Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and David H. Yeremian and Roman
3 Shkodnik of D. Law, Inc.

4 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
5 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees in
6 an amount of up to one-third of the Gross Settlement Amount and incurred expenses to litigate and
7 resolve the Action, as awarded by the Court, and to be paid out of the Gross Settlement Amount.

8 1.8. “Class Data” means Class Member identifying information in Defendant’s
9 possession that Defendant will in good faith compile from Defendant’s internal and currently
10 available electronic records to provide to the Administrator, including the Class Member’s name,
11 last-known mailing address, last known telephone number, Social Security number, number of
12 Workweeks in the Class Period, and PAGA Pay Periods.

13 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
14 either a Participating Class Member or Non-Participating Class Member (including a Non-
15 Participating Class Member who qualifies as an Aggrieved Employee).

16 1.10. “Class Member Address Search” means the Administrator’s investigation and
17 search for current Class Member mailing addresses using all reasonably available sources, methods
18 and means including, but not limited to, the National Change of Address database, skip traces, and
19 direct contact by the Administrator with Class Members.

20 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
21 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class
22 Members, without material variation, attached as Exhibit A and incorporated by reference into this
23 Agreement.

24 1.12. “Class Period” means the period from June 13, 2022 through September 26, 2024.

25 1.13. “Class Release” means those Released Claims by Participating Class Members
26 arising or reasonably flowing from the allegations contained in the Action, against the Released
27 Parties for the time period June 28, 2019 through September 26, 2024.

1 1.14. "Class Representatives" means the named Plaintiffs in the Action seeking Court
2 approval to serve as Class Representatives: Patricia Young, Philip Jackson, Geroska Gay, and
3 Vanessa Martinez.

4 1.15. "Class Representative Service Payments" mean the payments to the Class
5 Representatives in an amount of up to Forty-Thousand Dollars and Zero Cents (\$40,000.00) total to
6 be paid out of the Gross Settlement Amount, or the amount that the Court authorized to be paid to
7 the Class Representatives, for initiating the Action, providing services to the Class in support of the
8 Action, and for their broader general release in favor of Defendant. The Class Representative
9 Service Payments shall be in addition to the Class Representatives' Individual Class Payments and
10 Individual PAGA Payments. "Class Settlement" means the portion of the Settlement Award that is
11 paid to the Participating Class Members who have not submitted a valid Request for Exclusion.

12 1.16. "Court" means Contra Costa County Superior Court.

13 1.17. "Defendant" means Premium Retail Services, LLC, and includes its past, present
14 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
15 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
16 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers,
17 including, but not limited to Premium Retail Services, Inc. Premium Retail Services is frequently known
18 as Premium Retail Services, Inc.

19 1.18. "Defense Counsel" means Linda Claxton and Juliana C. Vallier of Ogletree,
20 Deakins, Nash, Smoak & Stewart, P.C.

21 1.19. "Effective Date" of the Settlement means the date when both of the following have
22 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
23 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
24 (a) if no Participating Class Member objects to the Settlement, ten (10) calendar days after the date
25 on which the Court enters the Final Approval Order; (b) if one or more Participating Class Members
26 objects to the Settlement, the first business day after the deadline for filing a notice of appeal from
27 the Final Approval Order; (c) if a timely appeal from the Final Approval Order is filed, the first
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1 business day after the date the appellate court affirms the Judgment, or (d) if an appeal is filed and
2 there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and
3 further review of the appellate court’s decision is requested, the day after the request for review is
4 denied with prejudice and/or no further review of the order can be requested.

5 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement
6 and constituting a Final Judgment.

7 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
8 Approval of the Settlement to ascertain the fairness, reasonableness, and adequacy of the
9 Settlement.

10 1.22. “Gross Settlement Amount” means Three Million Dollars and Zero Cents
11 (\$3,000,000.00), to be paid by Defendant in full settlement of the Released Class Claims and
12 Released PAGA Claims, and includes without limitation the Individual Class Payments, Individual
13 PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
14 Expenses Payment, Class Representative Service Payments, and the Administration Expenses
15 Payment. In no event shall Defendant be required to pay more than the Gross Settlement Amount,
16 except that Defendant’s portion of payroll taxes will be paid separately and in addition to the Gross
17 Settlement Amount.

18 1.23. “Individual Class Payment” means the amount paid to each Participating Class
19 Member based on the Participating Class Member’s Pro Rata Share of the Net Settlement Amount
20 calculated based on the number of Workweeks worked during the Class Period.

21 1.24. “Individual PAGA Payment” means the amount paid to each Aggrieved Employee
22 based on the Aggrieved Employee’s Pro Rata Share of 25% of the PAGA Penalties calculated based
23 on the number of PAGA Pay Periods worked during the PAGA Period.

24 1.25. “Judgment” means the Judgment entered by the Court upon approving this
25 Agreement and Granting Final Approval of the Settlement. A proposed final Judgment form is
26 attached as Exhibit C.

27 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
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1 agency entitled, under Labor Code section 2699, subd. (i).

2 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
3 pursuant to Labor Code section 2699, subd. (i), as the LWDA’s share of the settlement of civil
4 penalties paid under this Agreement.

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and the Administration Expenses Payment.

9 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 1.30. “Non-Wage Portion” means the percentage of each Participating Class Member’s
12 Individual Class Payment to be allocated to settlement of claims for interest and penalties.

13 1.31. “Operative Complaint” means the First Amended Class and Representative Action
14 Complaint that Plaintiffs will file with the Court under Case number No. C23-2216, which adds
15 Class Allegations and Plaintiffs Patricia Young, Phillip Jackson, and Vanessa Martinez as named
16 Class Representatives.

17 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
18 worked for Defendant for at least one day during the PAGA Period.

19 1.33. “PAGA Period” means the period from June 13, 2022 through September 26, 2024.

20 1.34. “PAGA” means the Labor Code Private Attorneys General Act of 2004, codified at
21 Labor Code §§ 2698, *et seq.*

22 1.35. “PAGA Notices” means Patricia Young’s letter to the LWDA of April 30, 2021,
23 Geroska Gay’s letter to the LWDA of June 28, 2023, and Vanessa Martinez’s letter to the LWDA
24 of September 21, 2023 providing notice pursuant to Labor Code section 2699.3, subd.(a).

25 1.36. “PAGA Penalties” means the total amount of civil penalties paid to the LWDA and
26 Aggrieved Employees pursuant to PAGA. The Parties will seek approval from the Court for payment
27 of PAGA Penalties in the amount of One Hundred Fifty Thousand Dollars and Zero Cents
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1 (\$150,000.00) to be paid from the Gross Settlement Amount, allocated 25% to be paid to the
2 Aggrieved Employees based on the number of PAGA Pay Periods worked during the PAGA Period
3 (\$37,500.00) and the 75% to LWDA (\$112,500.00) as the LWDA's share of the settlement of PAGA
4 civil penalties paid under this Agreement pursuant to PAGA. If the Court approves PAGA Penalties
5 of less than \$150,000.00, the remainder will be retained in the Net Settlement Amount for
6 distribution as Individual Class Payments.

7 1.37. "PAGA Settlement" means the portion of the Settlement Award that is paid to the
8 Aggrieved Employees, who cannot request to be excluded from the Settlement.

9 1.38. "Participating Class Member" means all Class Members who do not submit a valid
10 and timely Request for Exclusion from the Settlement.

11 1.39. "Plaintiffs" means Patricia Young, Philip Jackson, Geroska Gay, and Vanessa
12 Martinez, the named plaintiffs in the Action.

13 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
14 the Settlement.

15 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary
16 Approval in a form substantially similar to the order attached as Exhibit B.

17 1.42. "Pro Rata Share" means the respective Workweeks or PAGA Pay Periods during
18 which a Class Member worked, in proportion to the aggregate number of Workweeks or PAGA
19 Pay Periods worked by all Class Members.

20 1.43. "Released Class Claims" means the claims being released as described in Paragraph
21 6.2 below.

22 1.44. "Released PAGA Claims" means the claims being released as described in
23 Paragraph 6.3 below.

24 1.45. "Released Parties" means Defendant and all of Defendant's current or former parent
25 companies, subsidiary companies and/or related companies and/or affiliated companies,
26 partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their
27 and/or such related entities' predecessors and successors, and, with respect to each such entity, all
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1 of its past, present, and future employees, officers, partners, principals, directors, stockholders,
2 owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the
3 trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting
4 by, through, under, or in concert with any of the persons or entities listed in this subsection, and
5 their successors.

6 1.46. “Request for Exclusion” means a Class Member’s submission of a written request
7 to be excluded from the Class Settlement signed by the Class Member.

8 1.47. “Response Deadline” means sixty (60) calendar days after the Administrator mails
9 the Class Notice to the Class Members and Aggrieved Employees and shall be the last date on
10 which Class Members may: (a) mail a Request for Exclusion from the Settlement, (b) mail an
11 Objection to the Settlement, or (c) dispute the information contained in the Class Notice. If the
12 sixtieth (60th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next
13 day that the U.S. Postal Service is open.

14 1.48. “Settlement” means the disposition of the Action pursuant to this Amended Class
15 Action and PAGA Settlement Agreement, including both the Class Settlement and the PAGA
16 Settlement.

17 1.49. “Settlement Award” means the payment each Participating Class Member and
18 Aggrieved Employee shall be entitled to receive pursuant to the terms of this Agreement.

19 1.50. “Wage Portion” means the percentage of each Participating Class Member’s
20 Individual Class Payment to be allocated to settlement of wage claims.

21 1.51. “Workweek” means any week during which a Class Member worked for Defendant
22 for at least one day, during the Class Period.

23 **2. RECITALS.**

24 2.1. On April 30, 2021, Patricia Young (“Young”) electronically submitted written
25 notice to the LWDA of Premium’s violations of Labor Code §§ 201-203, 226, 226.7, 510, 511,
26 1174, 1182.11, 1182.12 1194, 1197, 1198, 2802, and 17200. On June 28, 2023, Geroska Gay
27 (“Gay”) electronically submitted written notice to the LWDA of Premium’s violations of Labor
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1 Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 245, *et seq.*, 246, 510, 512, 558,
2 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2751,
3 and 2802, and on September 21, 2023, Vanessa Martinez (“Martinez”) electronically submitted
4 written notice to the LWDA of Premium’s violations of Labor Code §§ 96, 98.6, 200, 201, 201.3,
5 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432,
6 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1,
7 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457, and 8397.4.

8 2.2. On June 28, 2023, Geroska Gay filed his Class Action Complaint in Contra Costa
9 County Superior Court, Case No. C23-1599. Gay’s Complaint alleged violations of the California
10 Labor Code for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under
11 Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest Break Liability
12 Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor
13 Code § 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code §
14 2802; (8) Failure to Comply with Labor Code § 2751; (9) Violation of Labor Code § 226(a); (10)
15 Violation of Labor Code § 221; (11) Failure to Keep Required Payroll Records Under Labor Code
16 §§ 1174 and 1174.5; (12) Penalties Pursuant to Labor Code § 203; and (13) Violation of Business
17 & Professions Code § 17200 *et seq.* (“Gay Complaint”).

18 2.3. Premium filed its Answer to the Gay Complaint in Contra Costa County Superior
19 Court on July 31, 2023. On August 7, 2023 Premium removed the Gay Complaint to the U.S.
20 District Court for the Northern District of California, Case No. 3:23-cv-03963.

21 2.4. On December 1, 2023, the Court denied Defendant’s request for a stay pending
22 resolution of mediation and issued a Case Management and Scheduling Order.

23 2.5. On September 5, 2023, Gay filed a lawsuit in Contra Costa County Superior Court
24 against Premium, Case No. C23-2216, seeking penalties under the Private Attorney General Act of
25 2004, Labor Code § 2698 *et seq.* (“Gay PAGA Action”).

26 2.6. On January 10, 2024, Premium filed its Answer in the Gay PAGA Action.

27 2.7. On August 17, 2023, Patricia Young and Philip Jackson filed their Class and
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1 Representative Complaint in the Southern District of California, Case No. 3:23-CV-01515. The
2 Young Complaint asserts class and representative action claims for: (1) Failure to Provide Regular
3 Pay/Minimum Wages; (2) Failure to Provide Overtime Premium Pay; (3) Failure to Authorize,
4 Permit and/or Make Available Meal and Rest Periods; (4) Failure to Maintain and Provide Accurate
5 and Compliant Wage Records; (5) Failure to Reimburse Work Related Expenses; (6) Waiting Time
6 Penalties; (7) Violation of CA’s Unfair Business Practices; and (8) Civil Penalties Under the Private
7 Attorneys’ General. (“*Young Complaint*”.)

8 2.8. Premium filed its Answer to the Young Complaint on October 27, 2023.

9 2.9. On November 30, 2023, Plaintiffs Young and Jackson filed a Joint Motion to Stay
10 Action Pending Alternative Dispute Resolution Process. The Court granted the Parties’ Motion on
11 November 30, 2023.

12 2.10. On September 21, 2023, Vanessa Martinez filed her Class Action Complaint in the
13 Santa Clara County Superior Court. The Martinez Complaint asserts class action claims for: (1)
14 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
15 periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations;
16 (7) failure to pay timely wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and
17 (9) unfair competition. (“*Martinez Complaint*”.)

18 2.11. Premium removed the Martinez Complaint to the U.S. District Court for the
19 Northern District of California on November 22, 2023, Case No. 5:23-cv-06084.

20 2.12. Premium filed its Answer to the Martinez Complaint on November 29, 2023 and
21 an Amended Answer to the Complaint on November 30, 2023.

22 2.13. On December 13, 2023, Premium filed a Joint Motion to Stay Action Pending
23 Alternative Dispute Resolution Process in the *Martinez* action. The Court granted the Parties’
24 Motion on December 20, 2023.

25 2.14. On August 23, 2024, Martinez filed a lawsuit in Santa Clara County Superior
26 Court, Case No. 24CV445918, seeking penalties under the Private Attorney General Act of 2004,
27 Labor Code § 2698 *et seq.* (“*Martinez PAGA Complaint*”.)
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1 2.15. On October 10, 2024, Premium filed its answer to the *Martinez* PAGA Complaint.

2 2.16. On September 26, 2024, the Parties participated in a full day mediation with well-
3 respected class action mediator Michael Dickstein and thereafter engaged in protracted settlement
4 negotiations facilitated by Mr. Dickstein. In preparation for mediation, Plaintiffs obtained, through
5 informal discovery, the number of workweeks, sample time records, sample payroll records, sample
6 schedules, average rates of pay, and related information.

7 2.17. Based on their own independent investigation and evaluation, Class Counsel are
8 of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
9 interest of the Class in light of all known facts and circumstances, including the risks of significant
10 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action
11 trial on the merits, and numerous potential appellate issues. Plaintiffs' investigation was sufficient
12 to satisfy the criteria for court approval.

13 2.18. Defendant is agreeing to this Settlement solely to avoid the cost of further
14 litigation. Defendant has concluded that any further defense of this litigation would be protracted
15 and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
16 been and, unless the Settlement is completed, will continue to be devoted to, the defense of the
17 claims asserted by Plaintiffs and Class Members. Defendant has also taken into account the risks
18 of further litigation in reaching its decision to enter into the Settlement. Even though Defendant
19 continues to contend that it is not liable for any of the claims set forth by Plaintiffs in the Action,
20 and denies all wrongdoing, Defendant has agreed, nonetheless, to settle in the manner and upon the
21 terms set forth in this Agreement to put to rest the claims in the Action. Defendant contends that it
22 has complied with all applicable state, federal, and local laws. This Agreement is not a concession
23 or admission, and shall not be used against Defendant as an admission or indication with respect to
24 any claim of any fault, concession, or omission by Defendant.

25 2.19. The Parties reached an agreement regarding settlement, and on or about January
26 16, 2025, the Parties executed a Memorandum of Understanding as to the terms of the settlement.

27 2.20. To effectuate the Settlement, Plaintiffs will file a First Amended Class and
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1 Representative Action Complaint in the Gay PAGA Action to add Plaintiffs Patricia Young, Phillip
2 Jackson, and Vanessa Martinez as named Class Representatives, and add all class and PAGA
3 claims and causes of action negotiated during mediation and falling within the definition of
4 “Released Class Claims” and “Released PAGA Claims,” including specifically all claims and
5 causes of action asserted in the *Gay* Complaint, *Gay* PAGA Action, *Young* Complaint, *Martinez*
6 Complaint, and *Martinez* PAGA Complaint. The *Gay* Complaint, *Young* Complaint, *Martinez*
7 Complaint, and *Martinez* PAGA Complaint will be dismissed without prejudice upon the filing of
8 the First Amended Complaint that adds Class Allegations and Plaintiffs Patricia Young, Phillip
9 Jackson, and Vanessa Martinez as named Class Representatives. Defendant will file and serve its
10 Answer to the Operative Complaint within thirty (30) calendar days of the filing of the Operative
11 Complaint. The Court’s approval of the Parties’ stipulation to file the Operative Complaint is a
12 material term of the Settlement. If the Court does not grant leave to file the Operative Complaint,
13 the Parties shall work together in good faith to agree on a revised settlement agreement. If the
14 Parties are unable to reach an agreement, this Agreement, and any documents generated to bring it
15 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of the
16 Settlement will likewise be treated as void from the beginning.

17 2.21. The Court has not granted class certification.

18 2.22. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or affected by the
20 Settlement.

21 2.23. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
22 compromise and discharge all disputes and claims arising from or relating to the Action on the
23 terms set forth herein.

24 **3. MONETARY TERMS.**

25 3.1. Gross Settlement Amount. Defendant promises to pay Three Million Dollars and
26 Zero Cents (\$3,000,000.00), and no more, in full settlement of the Released Class Claims and
27 Released PAGA Claims and includes without limitation the Individual Class Payments, Individual
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1 PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment, Class Representative Service Payments, and the Administration Expenses
3 Payment.

4 3.1.1. Non-Reversionary Settlement: This is a non-reversionary Settlement in
5 which no portion of the Gross Settlement Amount will revert to Defendant.

6 3.1.2. Non-Claims Settlement: Participating Class Members and Aggrieved
7 Employees are not required to submit any claim as a condition of receiving any Individual Class
8 Payment or Individual PAGA Payment.

9 3.1.3. Payroll Taxes: Defendant will pay all employer payroll taxes owed on the
10 Wage Portion of the Individual Class Payments. Defendant's share of payroll taxes due on the portion
11 of the Individual Class Payments allocated to wages, including but not limited to Defendant's FICA
12 and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement
13 Amount.

14 3.1.4. No Effect on Employee Benefits: Amounts paid to Plaintiffs or other Class
15 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
16 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
17 holiday pay, retirement plans, etc.) of Plaintiffs or Class members.

18 3.2. Payments from the Gross Settlement Amount. Subject to Court approval, the
19 Administrator will make and deduct the following payments from the Gross Settlement Amount,
20 in the amounts specified by the Court in the Final Approval:

21 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
22 Representatives of not more than Forty Thousand Dollars and Zero Cents (\$40,000.00) (in addition
23 to any Individual Class Payment and Individual PAGA Payment each Class Representative is
24 entitled to receive as a Participating Class Member). This total will be divided as follows: (1) Ten
25 Thousand Dollars and Zero Cents (\$10,000.00) to Patricia Young; (2) Ten Thousand Dollars and
26 Zero Cents (\$10,000.00) to Philip Jackson; (3) Ten Thousand Dollars and Zero Cents (\$10,000.00)
27 to Geroska Gay; and (4) Ten Thousand Dollars and Zero Cents (\$10,000) to Vanessa Martinez. As
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1 part of the motion for Final Approval, Class Counsel Fees Payment, and Class Counsel Litigation
2 Expenses Payment, Plaintiffs will seek Court approval for the Class Representative Service
3 Payments no later than sixteen (16) court days prior to the Final Approval Hearing. Any amount
4 of the Class Representative Service Payments not granted by the Court, if any, shall return to the
5 Net Settlement Fund and be distributed to Class Members as provided in this Agreement. Plaintiffs
6 and the Class Representatives shall not have the right to revoke or cancel this Agreement if the
7 Court does not approve any or all of the requested Class Representative Service Payments. The
8 Administrator will issue an IRS Form 1099 – MISC to Plaintiffs for their respective Class
9 Representative Service Payments. To the extent required by the Administrator, the Class
10 Representatives agree to provide an updated IRS Form(s) W-9 before the Class Representative
11 Service Payments are distributed. Plaintiffs shall be solely and legally responsible for any and all
12 applicable taxes owed on the Class Representative Service Payments and shall hold Defendant
13 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class
14 Representative Service Payments.

15 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to one-third of the
16 Gross Settlement Amount (33.33%) which is estimated to be \$1,000,000.00, and a Class Counsel
17 Litigation Expenses Payment of not more than \$65,000 from the Gross Settlement Amount for
18 incurred litigation costs and documented by Class Counsels billing records. As part of Plaintiffs'
19 Final Approval Motion, Class Counsel will file a request for Class Counsel Fees Payment and Class
20 Counsel Litigation Expenses Payment. Any amount of the Class Counsel Fees Payment or Class
21 Counsel Litigation Expenses Payment not granted by the Court, if any, shall return to the Net
22 Settlement Fund and be distributed to Class Members as provided in this Agreement. This
23 Agreement is not contingent upon the Court's decision to award Class Counsel any particular
24 amount, or any amount, for Class Counsel Fees Payment or Class Counsel Litigation Expenses
25 Payment. Even in the event that the Court reduces or does not approve the requested Class Counsel
26 Fees Payment or Class Counsel Litigation Expenses Payment, Class Counsel shall not have the
27 right to revoke the Settlement and it will remain binding. Class Counsel shall be solely responsible
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1 for the division and distribution of any and all Court-approved Class Counsel Fees Payment and
2 Class Counsel Litigation Expenses Payment among Class Counsel. Class Counsel agrees to release
3 Defendant and the Released Parties from any responsibility for and liability arising out of or related
4 to the division and distribution of any Court-approved Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment among Class Counsel. Class Counsel shall be solely and
6 legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
7 Administrator shall issue one, or more, IRS Form 1099 – MISC to Class Counsel for the payments
8 made pursuant to this paragraph. To the extent required by the Administrator, Class Counsel agrees
9 to provide the Administrator with an executed IRS Form(s) W-9 before the Class Counsel Fees
10 Payment and Class Counsel Litigation Expenses Payment are distributed. Class Counsel shall be
11 solely and legally responsible to pay all applicable taxes on the payment of the Class Counsel Fees
12 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
13 indemnifies Defendant, from any claim or liability for taxes, penalties, or interest arising as a result
14 of the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment.

15 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
16 Thirty-five Thousand Dollars and Zero Cents (\$35,000.00) except for a showing of good cause and
17 as approved by the Court. The Parties agree to cooperate in the administration process and to make
18 all reasonable efforts to control and minimize the cost and expenses incurred in administration of
19 the Settlement.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment will be
21 paid as a Pro Rata Share of the Net Settlement Amount, calculated by (a) dividing the Net
22 Settlement Amount by the total number of Workweeks worked by all Participating Class Members
23 during the Class Period, and (b) multiplying the result by each Participating Class Member's
24 Workweeks. Each Individual Class Payment will be reduced as necessary to account for the
25 employee's mandatory payroll withholdings.

26 3.2.5. Tax Allocation of Individual Class Payments. 25% of each Participating
27 Class Member's Individual Class Payment will be allocated as a Wage Portion. The Wage Portion
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1 is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of
2 each Participating Class Member's Individual Class Payment will be allocated as a Non-Wage
3 Portion. The Non-Wage Portions are not subject to tax withholdings and will be reported on IRS
4 1099 MISC Forms. Participating Class Members shall be solely and legally responsible for any
5 and all applicable taxes owed on their Individual Class Payment.

6 3.2.6. Effect of Non-Participating Class Members on Calculation of Individual
7 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
8 The Administrator will retain amounts equal to their Individual Class Payments in the Net
9 Settlement Amount for distribution to Participating Class Members based on each Participating
10 Class Member's Pro Rata Share.

11 3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
12 of \$150,00.00 to be paid from the Gross Settlement Amount, with 75% (\$112,500) allocated to the
13 LWDA PAGA Payment and 25% (\$37,500) allocated to the Individual PAGA Payments.

14 3.2.7.1. An Individual PAGA Payment will be paid as a Pro Rata Share of
15 the Net Settlement Amount, calculated by (a) dividing the amount of the Aggrieved Employees'
16 25% share of PAGA Penalties \$37,500 by the total number of PAGA Pay Periods worked by all
17 Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved
18 Employee's PAGA Pay Periods. The Administrator will report the Individual PAGA Payments on
19 IRS 1099 Forms. Aggrieved Employees shall be solely and legally responsible for any and all
20 applicable taxes owed on their Individual PAGA Payment.

21 3.2.7.2. If the Court approves PAGA Penalties of less than the amount
22 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
23 distribution to Participating Class Members based on each Participating Class Member's Pro Rata
24 Share. Should the Court not approve the requested PAGA Penalties, Plaintiffs shall file additional
25 Motions for Court Approval allocating more of the Gross Settlement Amount as PAGA Penalties
26 if necessary. In no event shall Defendant be required to pay more than the Gross Settlement
27 Amount, with the exception of payment of employer payroll taxes.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Members' Workweeks and Aggrieved Employees' Pay Periods. Based on
3 Defendant's good faith review of their internal and currently available electronic records to date,
4 Defendant estimates there are 4,206 Class Members with an aggregate total of 175,753 Workweeks
5 during the Class Period, and 4,206 Aggrieved Employees with an aggregate total of 59,354 PAGA
6 Pay Periods.

7 4.2. Class Data. Not later than fifteen (15) calendar days after the Court grants
8 Preliminary Approval, Defendant will deliver the Class Data to the Administrator. To the extent
9 possible, it shall be formatted as a Microsoft Excel spreadsheet. No later than ten (10) calendar
10 days after receipt of the Class Data, the Administrator shall notify counsel for the Parties that the
11 list has been received and confirm the number of Class Members included in the Class Data.

12 4.3. Funding of Gross Settlement Amount. No later than twenty (20) calendar days
13 after the Effective Date, Defendant shall transmit the Gross Settlement Amount to the
14 Administrator to fund the Settlement, as set forth in this Agreement, and the employer's share of
15 payroll taxes due on the portion of the Individual Class Payments that is allocated as a Wage
16 Portion. Within two (2) business days of receipt of the Gross Settlement Amount, the Administrator
17 shall transfer the Gross Settlement Amount into an interest-bearing Qualified Settlement Fund
18 ("QSF"), with all accrued interest going to the benefit of the Class. Defendant will not be obligated
19 to make any payments contemplated by this Agreement until the Effective Date.

20 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days
21 after Defendant funds the Gross Settlement Amount, the Administrator will cause to be distributed
22 all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
23 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
24 Expenses Payment, and the Class Representative Service Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments
26 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
27 postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar
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1 days after the date of mailing) when the check will be voided. The Administrator will cancel all
2 checks not cashed by the void date. The Administrator will send checks for Individual Settlement
3 Payments to all Participating Class Members (including those for whom Class Notice was returned
4 undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved
5 Employees including Non-Participating Class Members who qualify as Aggrieved Employees
6 (including those for whom Class Notice was returned undelivered). The Administrator may send
7 Participating Class Members a single check combining the Individual Class Payment and the
8 Individual PAGA Payment. Before mailing any checks, the Administrator must update the
9 recipients' mailing addresses using the National Change of Address Database.

10 4.4.2. The Administrator will conduct a Class Member Address Search for all
11 Class Members whose checks are returned undelivered without USPS forwarding address. Within
12 seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the
13 USPS forwarding address provided or to an address ascertained through the Class Member Address
14 Search. The Administrator need not take further steps to deliver checks to Class Members whose
15 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement
16 check to any Class Member whose original check was lost or misplaced, requested by the Class
17 Member prior to the void date.

18 4.4.3. For any Class Member whose Individual Class Payment check or Individual
19 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
20 transmit the funds represented by such check(s) to the California Controller's Unclaimed Property
21 Fund in the name of the Class Member thereby leaving no "unpaid reside" subject to the
22 requirements of Code of Civil Procedure section 384, subd. (b).

23 **5. DISMISSAL OF RELATED ACTIONS.** Upon the filing of the Operative Complaint,
24 Plaintiffs shall dismiss the following cases, without prejudice:

- 25 • *Young, et al., v. Premium Retail Services, Inc.*, No. 3:23-cv-1515 (S.D. Cal.);
- 26 • *Gay v. Premium Retail Services, Inc.*, No. 3:23-cv-3963 (N.D. Cal.);
- 27 • *Martinez v. Premium Retail Services, LLC, et al.*, No. 5:23-cv-6084 (N.D. Cal.); and
- 28 • *Martinez v. Premium Retail Services, LLC*, No. 24CV445918 (Santa Clara Super. Crt).

1 **6. RELEASES OF CLAIMS.** Upon the Effective Date and full funding of the Gross
2 Settlement Amount plus employer’s share of payroll taxes, Plaintiffs, Class Members, and Class
3 Counsel will release claims against all Released Parties as follows:

4 6.1. Named Plaintiffs’ Released Claims. Plaintiffs and their respective former and
5 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
6 generally release and discharge Released Parties from all claims, actions, charges, complaints,
7 grievances and causes of action, of whatever nature, whether known or unknown, which exist or
8 may exist on Plaintiffs’ behalf as of the date of this Agreement, including, but not limited to, any
9 and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
10 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
11 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
12 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
13 law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor
14 Standards Act (FLSA), the California Labor Code, the Wage Orders of California’s Industrial
15 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the
16 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
17 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
18 California Family Rights Act, the Family Medical Leave Act, California’s Whistleblower
19 Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims
20 arising under any federal, state or other governmental statute, law, regulation or ordinance.
21 Plaintiffs’ releases set forth herein include a waiver of all rights under California Civil Code §1542,
22 which provides:

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

1 Plaintiffs acknowledge that Plaintiffs may discover facts or law different therefrom, or in
2 addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
3 that Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims
4 against the Released Parties, known or unknown, suspected or unsuspected, which exist or may
5 exist on behalf of or against the other at the time of execution of this Agreement, including, but not
6 limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant.

7 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or
8 to any claims for vested benefits, unemployment benefits, disability benefits, social security
9 benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside
10 the Class Period.

11 6.2. Claims Released by Participating Class Members Who are Not Aggrieved
12 Employees. Released Parties shall be entitled to a release from the Participating Class Members
13 of all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties,
14 rights or liabilities, factual or legal theories, of any nature and description whatsoever, whether
15 known or unknown, that were asserted in the Actions and the Operative Complaint, and any claims
16 which reasonably flow from the facts alleged in the Actions and the Operative Complaint,
17 including but not limited to Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1,
18 204.2, 205, 205.5, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 511, 512, 558,
19 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*,
20 2751, 2800 and 2802, and the applicable IWC Wage Orders, and claims under Business and
21 Professions Code sections 17200, *et seq.*, claims for attorneys' fees and costs, and unfair business
22 practices. Released Claims include all claimed or unclaimed compensatory, consequential,
23 incidental, liquidated, restitution, interest, costs and fees, injunctive or equitable relief, and any
24 other remedies available at law or equity, allegedly owed or available to the Participating Class
25 Members arising or reasonably flowing from the allegations contained in the Actions, against the
26 Released Parties for the time period June 28, 2019 through September 26, 2024. The *res judicata*
27 effect of the Judgment will be the same as that of the Release. Participating Class Members may
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1 later discover facts or legal arguments in addition to or different from those that they now know
2 or currently believe to be true with respect to the Released Class Claims. Regardless, the discovery
3 of new facts or legal arguments shall in no way limit the scope or definition of the Released Class
4 Claims, and by virtue of this Agreement, Plaintiffs and Participating Class Members shall be
5 deemed to have, and by operation of the final judgment approved by the Court, shall have, fully,
6 finally, and forever settled and released all of the Released Class Claims. The Parties understand
7 and specifically agree that the scope of the Released Class Claims described in this Paragraph is a
8 material part of the consideration for this Agreement, was critical in justifying the agreed upon
9 economic value of the Settlement and without it, Defendant would not have agreed to the
10 consideration provided, and is narrowly drafted and necessary to ensure that Defendant is
11 obtaining peace of mind regarding the resolution of the claims that were or could have been alleged
12 based on facts, causes of action, and legal theories contained in the Actions. The Released Class
13 Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for
14 vested benefits, wrongful termination, unemployment insurance, disability, social security,
15 workers' compensation, claims while classified as exempt, and claims outside of the Class Release.
16 Participating Class members' Released Claims shall include a release of FLSA claims only when
17 the Participating Class Member signs, cashes, or deposits a Settlement Award check. The
18 Settlement Award check shall include the following language on the back of the check:

19 By signing, cashing, or depositing this check, I affirm my release of Premium Retail
20 Services, LLC, and all other Released Parties of all Participating Class Members' Released
21 Claims, including claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, as
22 defined in the Settlement Agreement approved by the Court.

23 6.3. Released Claims by Non-Participating Class Members Who Are Aggrieved
24 Employees. The California Labor Workforce and Development Agency, and any persons
25 purporting to act on its behalf, including Plaintiffs and all Aggrieved Employees, release the
26 Released Parties, for any and all civil penalties pursuant to PAGA, whether known or unknown,
27 including any and all claims, causes of action, and factual or legal theories that were alleged in the
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1 Action and Operative Complaint, or reasonably could have been alleged based on the facts and
2 legal theories of the Action and Operative Complaint, including but not limited to the Released
3 Class Claims during the PAGA Period . Aggrieved Employees may later discover facts or legal
4 arguments in addition to or different from those that they now know or currently believe to be true
5 with respect to the claims, causes of action, and legal theories of the Actions. Regardless, the
6 discovery of new facts or legal arguments shall in no way limit the scope or definition of the
7 Released PAGA Claims, and by virtue of this Agreement, Plaintiffs and Aggrieved Employees
8 shall be deemed to have, and by operation of the final judgment approved by the Court, shall have,
9 fully, finally, and forever settled and released all of the Released PAGA Claims. The Parties
10 understand and specifically agree that the scope of this Release described in this Paragraph is a
11 material part of the consideration for this Agreement, was critical in justifying the agreed upon
12 economic value of the Settlement and without it, Defendant would not have agreed to the
13 consideration provided, and is narrowly drafted and necessary to ensure that Defendant is
14 obtaining peace of mind regarding the resolution of the claims that were or could have been alleged
15 based on facts, causes of action, and legal theories contained in the Actions and as defined in the
16 Released PAGA Claims.

17 6.4. No Unalleged Claims: Plaintiffs and Class Counsel represent that they, as of the
18 date of execution of this Settlement, (a) are not currently aware of any unalleged claims in addition
19 to, or different from, those which are finally and forever settled and released against the Released
20 Parties by this Settlement, (b) they have no current intention of asserting any other claims against
21 Defendant or any of the Released Parties in any judicial or administrative forum, and (c) that they
22 do not currently represent any persons who have expressed any interest in pursuing litigation or
23 seeking any recovery against Defendant or any of the Released Parties. Nothing in this Paragraph
24 will be construed as a restraint on the right of any counsel to practice.

25 **7. MOTION FOR PRELIMINARY APPROVAL.** No later than thirty (30) calendar days
26 after the date all Parties have executed this Agreement, Plaintiffs will move the Court to grant
27 preliminary approval of this Settlement, certifying the Class for settlement purposes only and
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1 promptly setting a date for the Final Approval Hearing. All Parties agree to work diligently and
2 cooperatively to have this Settlement presented to the Court for preliminary approval. The proposed
3 Preliminary Approval Order shall provide for the Class Notice to be sent to the Class Members as
4 specified herein. The Preliminary Approval Order form is attached as Exhibit B.

5 7.1 Responsibilities of Counsel. Class Counsel is responsible for delivering the
6 Court's Preliminary Approval Order to the Administrator. Class Counsel will also submit this
7 Agreement and proposed settlement to the LWDA as required by Labor Code Section 2699(1)(2)
8 at the same time that it is submitted to the Court for preliminary approval.

9 7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
10 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
11 Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone,
12 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
13 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
14 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
15 by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
16 concerns.

17 **8. SETTLEMENT ADMINISTRATION.**

18 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action to
19 serve as the Administrator and verified that, as a condition of appointment, Apex Class Action
20 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
21 Agreement in exchange for payment of Administration expenses. The Administrator shall be
22 responsible for the following: processing and mailing payments to Plaintiffs, Class Counsel, Class
23 Members, LWDA; printing, and mailing the Class Notice and tax forms to the Class Members as
24 directed by the Court; receiving and reporting the requests for exclusion and objections submitted
25 by Class Members; providing declaration(s) as necessary in support of preliminary and/or final
26 approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
27 Administrator to perform. The Administrator shall keep the Parties timely apprised of the
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1 performance of all Administrator responsibilities. Plaintiffs, Class Counsel, Defendant, and
2 Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or
3 distribution of the settlement payments or development of the list of recipients of settlement
4 payments. The Parties and their Counsel represent that they have no interest or relationship,
5 financial or otherwise, with the Administrator other than a professional relationship arising out of
6 prior experiences administering settlements.

7 8.2 Employer Identification Number. The Administrator shall have and use its own
8 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
9 reports to state and federal tax authorities.

10 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
11 that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury
12 Regulation section 1.468B-1.

13 8.4 Class Notice.

14 8.4.1 No later than ten (10) calendar days after receipt of the Class Data, the
15 Administrator shall provide Defense Counsel and Class Counsel with estimated minimum
16 settlement shares for each Class Member, assuming one hundred percent (100%) participation in
17 the Settlement.

18 8.4.2 Upon receipt of the Class Data, the Administrator will perform a Class
19 Member Address Search. Within twenty (20) calendar days of receipt of the Class Data, the
20 Administrator will mail the Class Notice to all Class Members identified in the Class Data, via
21 first-class United States Postal Service (“USPS”) mail. The Administrator shall exercise its best
22 judgment to determine the current mailing address for each Class Member. The address identified
23 by the Administrator as the current mailing address shall be presumed to be the best mailing address
24 for each Class Member. Before mailing Class Notices, the Administrator shall update Class Member
25 addresses using the National Change of Address database.

26 8.4.3 Undeliverable Class Notices. Not later than three (3) business days after the
27 Administrator’s receipt of any Class Notice returned on or before the Response Deadline as
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1 undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address
2 provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall
3 conduct a Class Member Address Search, and re-mail once the Class Notice to the most current
4 address obtained.

5 8.4.4 If on or before the Response Deadline the Administrator, Defendant,
6 Defense Counsel, or Class Counsel are contacted by or otherwise discover any persons who should
7 have been included in the Class Data and should have received Class Notice, the Parties will
8 expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on
9 whether to include them as Class Members. If the Parties agree, such persons will be Class
10 Members entitled to the same rights as other Class Members, and the Administrator will send, via
11 overnight delivery, a Class Notice with the Response Deadline extended by the longer of fourteen
12 (14) calendar days from the date of mailing or the remaining original Response Deadline period.

13 8.5 Requests for Exclusion (Opt-Outs).

14 8.5.1 The Class Notice shall state that Class Members who wish to exclude
15 themselves from the Settlement must submit by mail a signed written Request for Exclusion by the
16 Response Deadline. To be valid, a Request for Exclusion must: (1) contain the name, address, and
17 telephone number of the Class Member requesting exclusion; (2) contain a statement expressing
18 that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class
19 Member; and (4) be postmarked by the Response Deadline and returned to the Administrator at the
20 specified address. The date of the postmark on the return mailing envelop shall be the exclusive
21 means used to determine whether a Request for Exclusion has been timely submitted.

22 8.5.2 The Request for Exclusion will be deemed invalid if it does not contain a
23 Class Member's name, address, signature, and a statement requesting exclusion. If the
24 Administrator is unsure of the validity of a Request for Exclusion, it must provide a copy of the
25 Request for Exclusion to the Parties to review and make a determination as to its validity. The
26 Administrator shall accept any Request for Exclusion if the Administrator can reasonably ascertain
27 that all requirements set forth in paragraph 8.5.1 of this Agreement have been met for the Request
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1 for Exclusion to be valid. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of
3 a Request for Exclusion, the Administrator may demand additional proof of the Class Member's
4 identity. The Administrator's determination of authenticity shall be final and not appealable or
5 otherwise susceptible to challenge.

6 8.5.3 Every Class Member who does not submit a timely and valid Request for
7 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
8 benefits and bound by all terms and conditions of the Settlement, including the Released Claims
9 and Released PAGA Claims under Paragraphs 6.2 and 6.3 of this Agreement, and any Judgment,
10 regardless of whether the Class Member actually receives the Class Notice or objects to the
11 Settlement.

12 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion
13 is a Non-Participating Class Member and will not be entitled to or receive an Individual Class
14 Payment, will not be bound by the terms of the Class portion of the Settlement, or have the right to
15 object, appeal, or comment as to the class action components of the Settlement.

16 8.5.5 Aggrieved Employees cannot exclude themselves from the PAGA portion
17 of Settlement and are eligible for an Individual PAGA Payment according to the terms of this
18 Agreement.

19 8.6 Objections to Settlement.

20 8.6.1 The Class Notice shall state that Class Members who wish to object to the
21 Settlement may do so in person at the Final Approval Hearing and/or in writing. Only Participating
22 Class Members may object to the class action components of the Settlement and/or this Agreement,
23 including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel
24 Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service
25 Payments.

26 8.6.2 Any written objection by a Participating Class Member must be mailed to
27 the Administrator by the Response Deadline. The date of the postmark on the envelope shall be
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1 the exclusive means used to determine whether an Objection has been timely submitted. To be
2 valid, the written objection must state the factual and legal grounds for the objection to the
3 Settlement, be signed by the Class Member submitting it, and state the person's full name, address,
4 telephone number, and email address (if applicable). A Participating Class Member who has
5 submitted a timely written objection may attend the Final Approval Hearing (or personally retain a
6 lawyer to object and attend at the Participating Class Member's own cost). The Administrator must
7 provide a copy of written objections to the Parties within three (3) calendar days of receipt. Class
8 Counsel will ensure that any written objections received by the Administrator by the Response
9 Deadline are filed with the Court along with the Motion for Final Approval.

10 8.7 Each Party retains the right to respond to any written objection raised by a
11 Participating Class Member, including the right to file responsive documents in Court no later than
12 ten (10) calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
13 the Court. Any attorney who will represent an individual objecting to this Settlement who has not
14 filed a written objection must file a notice of appearance with the Court and serve Class Counsel
15 and Defense Counsel no later than the Response Deadline.

16 8.7.1 Any Class Member who fails to submit a timely written objection or to
17 present an objection in person at the Final Approval Hearing shall be deemed to have waived any
18 objections and shall be foreclosed from making any objection to the Settlement whether by appeal
19 or otherwise.

20 8.7.2 Non-Participating Class Members have no right to object to any of the class
21 action components of the Settlement.

22 8.7.3 No Solicitation of Exclusions or Objections. The Parties agree to use their
23 best efforts to carry out the terms of this Agreement. At no time shall the Parties or their counsel
24 seek to solicit or otherwise encourage Class Members to submit an objection or a Request for
25 Exclusion from the Agreement, or to appeal from the Court's Final Approval. Class Counsel shall
26 not represent any Class Members with respect to any objections, Requests for Exclusions, or
27 appeals to this Agreement. The Parties are not precluded from contacting Class Members in an
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1 effort to encourage them to participate in the Settlement.

2 8.7.4 Defendant's Right to Withdraw. If more than ten percent (10%) of the
3 Settlement Class Members opt out, Defendant shall have the sole and absolute discretion to
4 terminate the settlement prior to the Final Approval Hearing. If Defendant exercises its right to
5 terminate the settlement pursuant to this provision, Defendant shall be responsible for all costs of
6 claims administration incurred as of the termination date.

7 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
8 to be performed or observed by the Administrator contained in this Agreement or otherwise,
9 including the authority and obligation to make payments, credits and disbursements to Class
10 Members in the manner set forth herein, calculated in accordance with the methodology set out in
11 this Agreement and orders of the Court.

12 8.8.1 Website, Email Address, and Toll-Free Number. The Administrator will
13 establish and maintain and use an internet website to post information of interest to Class Members
14 including the date, time and location for the Final Approval Hearing and copies of the Operative
15 Complaint; the Agreement; Motion for Preliminary Approval; the Preliminary Approval Order; the
16 Class Notice; the Motion for Final Approval, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and Class Representative Service Payments; the Final Approval
18 Order, and the Judgment. The website shall also include a link for Participating Class Members to
19 submit a change of address/contact information, request to receive Settlement Award payments
20 electronically (e.g. Venmo, ACH, Zelle, PayPal), submit disputes, and/or any additional
21 information the Parties shall mutually agree is necessary to effectuate the Settlement. The
22 Administrator will also maintain and monitor a toll-free telephone number to receive Class Member
23 calls.

24 8.8.2 Weekly Reports. The Administrator will, on a weekly basis, provide written
25 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
26 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
27 valid or invalid) received, Objections received, Challenges to Workweeks and PAGA Pay Periods
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1 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
2 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
3 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
4 Objections received.

5 8.8.3 Workweek and/or Workweek Challenges. Class Members will have the
6 opportunity, should they disagree with Defendant’s records regarding the Workweeks or PAGA
7 Pay Periods stated on their Class Notice, to provide documentation and/or an explanation to show
8 contrary information by the Response Deadline. If there is a dispute, the Administrator will consult
9 with the Parties to determine whether an adjustment is warranted. The Administrator will determine
10 the eligibility for, and the amount of, any Individual Class Payment under the terms of this
11 Agreement, and the Administrator’s determination shall be binding upon the Class Members and
12 the Parties.

13 8.8.4 Disputes Regarding Administration of Settlement. Any disputes not
14 resolved by the Administrator concerning the administration of the Settlement will be resolved by
15 the Court, under the laws of the State of California. Prior to any such involvement of the Court,
16 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
17 involving the Court.

18 8.8.5 Administrator’s Declaration. Not later than fourteen (14) calendar days
19 before the date by which Plaintiffs are required to file the Motion for Final Approval of the
20 Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
21 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
22 obligations under this Agreement, including, but not limited to, its mailing of the Class Notices,
23 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
24 Members, the total number of Requests for Exclusion it received (both valid or invalid), and the
25 number of written objections. The Administrator will supplement its declaration as needed or
26 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
27 Administrator’s declaration(s) in Court.

1 8.8.6 Final Report by Administrator. Within ten (10) calendar days after the
2 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
4 identification number only of all payments made under this Agreement.

5 **9. MOTION FOR FINAL APPROVAL.** Not later than eighteen (18) Court days before the
6 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
7 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
8 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion
9 for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not
10 later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and
11 Defense Counsel will expeditiously meet and confer via video conference or by telephone, and in
12 good faith, to resolve any disagreements concerning the Motion for Final Approval. The Final
13 Approval Hearing shall be conducted to determine final approval of the Settlement along with the
14 amount properly payable for: (i) the Class Counsel Fees Payment; (ii) the Class Counsel Litigation
15 Expenses Payment; (iii) the Class Representative Service Payment; (iv) Individual Class Payments;
16 (v) the Administrator Costs; and (v) the Individual and LWDA PAGA Payments. Plaintiffs will
17 request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair,
18 just, adequate, and in the best interests of the Class; require the Parties to carry out the provisions
19 of this Agreement; and approve Judgment in the form attached as Exhibit C.

20 9.1 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
21 Approval on any material change to the Settlement (including, but not limited to, the scope of
22 release to be granted by Class Members), the Parties will work together in good faith to address the
23 Court’s concerns by revising the Agreement as necessary to obtain Final Approval.

24 9.2 Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain
25 jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this
26 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
27 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing
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1 and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
2 connection therewith.

3 **10. ADDITIONAL PROVISIONS.**

4 10.1 No Admission of Liability, Class Certification or Representative Manageability
5 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
6 claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant
7 that any of the allegations in the Action, Operative Complaint, the Released Class Claims, or
8 Released PAGA Claims, have merit, that Defendant has any liability for any claims asserted, or
9 that Plaintiffs' claims are appropriate for class or representative action treatment; nor should it be
10 intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have
11 merit. The Parties agree that class certification and representative treatment is for purposes of this
12 Settlement only.

13 10.2 Nullification of Agreement. If the Court does not grant either preliminary or final
14 approval of this Settlement, the Parties shall work together in good faith to agree on a revised
15 settlement agreement to address the Court's concerns. If, for any reason the Court does not grant
16 Preliminary Approval, Final Approval, enter Judgment, the Settlement does not become final for
17 any other reason, and the Parties are unable to agree on a revised settlement agreement, this
18 Agreement becomes null and void and any order or judgment entered by the Court in furtherance
19 of this Settlement shall be treated as void from the beginning. Defendant reserves the right to
20 contest certification of any class for any reasons, and Defendant reserves all available defenses to
21 the claims in the Action, and Plaintiffs reserve the right to move for class certification on any
22 grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and
23 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
24 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
25 this Agreement). If Defendant has already paid the Gross Settlement Amount to the Administrator
26 and one or more such events occurs causing the Agreement to become null and void, the return of
27 those Gross Settlement funds to Defendant shall occur no later than five (5) business days after one
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1 or more of the triggering events leading to nullification occurs. In the event an appeal is filed from
2 the Final Judgment, or any other appellate review is sought, administration of the Settlement shall be
3 stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the
4 Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
5 Judgment, or any other appellate review, shall be paid to the Administrator by Defendant within thirty
6 (30) days of said notification.

7 10.3 Non-Publicity. Except as required to obtain Court approval of this settlement, the
8 Parties and their respective counsel agree that they will keep all settlement negotiations and/or
9 communications leading up to the execution of this settlement strictly confidential and will not
10 make press, social media, or marketing/advertisements communications to third parties or the
11 general public regarding this litigation and resolution (such as publicizing the settlement and/or
12 display of it for marketing/advertising purposes). The Parties agree that if they receive inquiries
13 from the press, media or social media about this settlement, they will respond only that the case
14 has been amicably resolved to the Parties' mutual satisfaction. Nothing in this provision will affect
15 the ability of the Parties' respective counsel to carry out their duties required by the Court or affect
16 their respective attorney client communications. Additionally, for the limited purpose of allowing
17 Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the
18 name of the Parties in this action and the venue/case number of this action (but not any other
19 settlement details) for such purposes.

20 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, and no oral or written representations, warranties, or inducements
23 have been made to any Party concerning this Agreement or its Exhibits other than the
24 representations, warranties, and covenants contained and memorialized in the Agreement and its
25 Exhibits. The Parties are entering into this Agreement based solely on the representations and
26 warranties herein and not based on any promises, representation, and/or warranties not found
27 herein, and this Agreement supersedes any and all oral representations, warranties, covenants, or
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1 inducements made to or by any Party.

2 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
3 and represent that they are authorized by Plaintiffs and Defendant, respectively, to negotiate this
4 Agreement, to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Agreement to effectuate its terms, and to execute any other documents reasonably required
6 to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties
7 and their counsel will cooperate with each other and use their best efforts to affect the
8 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
9 form or content of any document needed to implement the Settlement, or on any supplemental
10 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
11 seek the assistance of the Court to resolve such disagreement.

12 10.6 No Prior Assignments. The Parties separately represent and warrant that they have
13 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
14 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
15 action, or right released and discharged by the Party in this Settlement to a third-party.

16 10.7 No Tax Advice. Each Party to this Agreement (for purposes of this section, the
17 “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
18 “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
19 communication or disclosure between or among the Parties or their attorneys and other advisers, is
20 or was intended to be, nor shall any such communication or disclosure constitute or be construed
21 or be relied upon as, tax advice within the meaning of United States Treasury Department Circular
22 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
23 his, her, or its own, independent legal and tax counsel for advice (including tax advice) in
24 connection with this Agreement, (b) has not entered into this Agreement based upon the
25 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
26 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
27 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
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1 adviser to any other party has imposed any limitation that protects the confidentiality of any such
2 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
3 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
4 including any transaction contemplated by this Agreement.

5 10.8 Tax Liability and Medicare. The Parties make no representations as to the tax
6 treatment or legal effect of the payments called for hereunder, and Class Members are not relying
7 on any statement or representation by the Parties in this regard. Class Members understand and
8 agree that they will be responsible for the payment of taxes and penalties assessed on the payments
9 described herein and will hold the Parties free and harmless from and against any claims resulting
10 from treatment of such payments as non-taxable damages, including the treatment of such payment
11 as not subject to withholding or deduction for payroll and employment taxes. Moreover, this
12 Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The
13 Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42
14 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved
15 this matter in compliance with both state and federal law. The Parties made every effort to
16 adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiffs
17 warrant that they are not Medicare beneficiaries as of the date of this Agreement. As such, no
18 conditional payments have been made by Medicare.

19 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties, their
21 representatives, or their successors-in-interest, and approved by the Court.

22 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and
23 inure to the benefit of, the successors or assigns of each of the Parties.

24 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
25 be governed by and interpreted according to the laws of the state of California, without regard to
26 conflict of law principles.

27 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
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1 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
2 that the Party was the drafter or participated in the drafting. Before declaring any provision of this
3 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
5 and enforceable.

6 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
7 entered during Action and in this Agreement relating to the confidentiality of information shall
8 survive the execution of this Agreement.

9 10.14 Exhibits and Headings. The terms of this Agreement include the terms set forth in
10 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
11 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive heading of
12 any section or paragraph of this Agreement is inserted for convenience of reference only and does
13 not constitute a part of this Agreement.

14 10.15 Weekend or Federal Holiday. In the event any date or deadline set forth in this
15 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be extended to
16 the next business day thereafter.

17 10.16 Notice. All notices, demands or other communications between the Parties in
18 connection with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or messenger,
20 addressed as follows:

21 Alexandra K. Piazza
22 Berger Montague PC
23 8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
apiazza@bm.net

Linda Claxton
Ogletree Deakins
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
linda.claxton@ogletree.com

24 10.17 Execution in Counterparts. This Agreement may be executed in one or more
25 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
26 Agreement shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties will exchange between
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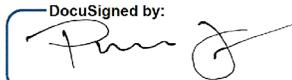
1 themselves signed counterparts.

2 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement to
3 stay the Action, except to effectuate the terms of this Agreement. The Parties further agree that
4 upon the signing of this Agreement to extend the date to bring a case to trial for the entire period of
5 this settlement process.

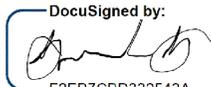
6 Dated: 10/3/2025

Signed by:
By: 
1781C6CF107F4B8...
Patricia Young

8 Dated: 10/3/2025

DocuSigned by:
By: 
800E175FD4674F8...
Philip Jackson

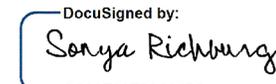
10 Dated: 10/4/2025

DocuSigned by:
By: 
F2EB7CBD332543A...
Geroska Gay

13 Dated: _____

By: _____
Vanessa Martinez

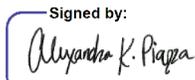
15 Dated: 10/13/2025

DocuSigned by:
By: 
CC89E92E36C94BD...
Premium Retail Services, LLC

19 **APPROVED AS TO FORM:**

20 BERGER MONTAGUE PC

21 Dated: 10/3/2025

Signed by:
By: 
DAF2DC5F6AAF43E...
Alexandra K. Piazza
Mariyam Hussain
Olivia Lanctot
Attorney for Plaintiffs Patricia Young
and Philip Jackson, and all others
similarly situated

1 themselves signed counterparts.

2 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement to
3 stay the Action, except to effectuate the terms of this Agreement. The Parties further agree that
4 upon the signing of this Agreement to extend the date to bring a case to trial for the entire period of
5 this settlement process.

6 Dated: _____

By: _____
Patricia Young

8 Dated: _____

By: _____
Philip Jackson

10 Dated: _____

By: _____
Geroska Gay

12 Dated: 10/06/2025

By: Vanessa Martinez
Vanessa Martinez

14 Dated: 10/13/2025

By: 
Premium Retail Services, LLC

18 **APPROVED AS TO FORM:**

BERGER MONTAGUE PC

20 Dated: _____

By: _____
Alexandra K. Piazza
Mariyam Hussain
Olivia Lanctot
Attorney for Plaintiffs Patricia Young
and Philip Jackson, and all others
similarly situated

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BIBYAN LAW GROUP, P.C.

Dated: 10/3/2025

Signed by:
Vedang Patel
66F51DA583304F1...
By: _____
David D. Bibyan
Vedang J. Patel
Attorney for Plaintiff Vanessa Martinez,
and all others similarly situated

D. LAW, INC.

Dated: 10/3/2025

Signed by:
Roman Shkodnik
3C2855B27AA5481...
By: _____
David H. Yeremian
Roman Shkodnik
Attorney for Plaintiff Geroska Gay and
all others similarly situated

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: 10/13/25

By: Linda Claxton
Linda Claxton
Juliana C. Vallier
Attorneys for Defendant Premium
Retail Services, LLC.

EXHIBIT A

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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Gay v. Premium Retail Services, LLC,
No. C23-2216 (Sup. Ct., Contra Costa)***

***The Court authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class action and representative lawsuit (“Action”) against Premium Retail Services, LLC (“Premium” or “Defendant”) for alleged violations of California’s labor laws. The Action was filed by employees Patricia Young, Philip Jackson, Geroska Gay, and Vanessa Martinez (collectively “Plaintiffs”) and seeks payment of (1) wages and other relief for a class of all individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s Representative job classification in California at any time between June 13, 2022 and September 26, 2024 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals employed by Defendant as non-exempt, hourly employees in California at any time between June 13, 2022 and September 26, 2024 (“Aggrieved Employees”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendant’s records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to

enter a judgment that requires Defendant to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is <<RESPONSE DEADLINE>></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by mailing the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and Plaintiffs release Defendant from civil penalties it may owe to the Aggrieved Employees.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement by submitting a signed, written statement to the Settlement Administrator stating the basis for your objection.</p>
<p>You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform (if available and permitted by the Court).</p>
<p>You Can Challenge the Calculation of Your Workweek / Workweeks</p> <p>Written Challenges Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.</p>

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former non-exempt, hourly employees who fall under Defendant’s Representative job classification in California. The Action accuses Defendant of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”).

Defendant denies violating any laws or failing to pay any wages and contends that at all times they treated workers fairly and in compliance with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendant are correct on the merits. During the course of this litigation, the Parties have participated in arm’s length mediation in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. Defendant will pay \$3,000,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). The Judgment will be final on the date the Court enters the Final Approval Order, or a later date if Participating Class Members object to the proposed Settlement or the Final Approval Order is appealed.

1 B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the
3 Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

4 1. Attorney Fees and Costs. Up to one-third of the Gross Settlement Amount,
5 which is estimated to be \$1,000,000 (33.33%) to Class Counsel for attorneys’ fees and up to
6 \$65,000 for their incurred litigation expenses. To date, Class Counsel have worked and incurred
7 expenses on the Action without payment.

8 2. Class Representative Service Payment. Up to \$40,000.00 for Class
9 Representative Service Payments for filing the Action, working with Class Counsel, representing
10 the Class, and for their broader general release in favor of Defendant. The Class Representative
11 Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual
12 Class Payment and any Individual PAGA Payment. Plaintiffs seek to divide the \$40,000 Class
13 Representative Service Payments as follows: (1) \$10,000.00 to Patricia Young; (2) \$10,000.00 to
14 Philip Jackson; (3) \$10,000.00 to Geroska Gay; and (4) \$10,000.00 to Vanessa Martinez.

15 3. Administration Expenses Payment. Up to \$35,000 to the Administrator for
16 services administering the Settlement.

17 4. PAGA Penalties. Up to \$150,000.00 for PAGA Penalties, allocated 75% to
18 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
19 based on their PAGA Pay Periods.

20 Participating Class Members have the right to object to any of these deductions. The Court
21 will consider all objections.

22 C. Net Settlement Distributed to Class Members. After making the above deductions
23 in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
24 (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based
25 on their Class Period Workweeks.

26 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
27 the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages
28 (“Wage Portion”) and 75% to interest and penalties (“Non-Wage Portion”). The Wage Portion is
subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant agreed to these allocations, neither side is giving you
any advice on whether your Payments are taxable or how much you might owe in taxes. You are
responsible for paying all taxes (including penalties and interest on back taxes) on any Payments
received from the proposed Settlement. You should consult a tax advisor if you have any questions
about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check

1 expires (the void date). If you do not cash it by the void date, your check will be automatically
 2 cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property
 3 Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed
 Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your
 money.

4 F. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
 5 possible the Court will decline to grant Final Approval of the Settlement. It is also possible the
 6 Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant agreed that, in
 7 either case, the Settlement will be void: Defendant will not pay any money, except the amounts to
 cover the Settlement Administration costs as of that date, and Class Members will not release any
 claims against Defendant.

8 G. Administrator. The Court has appointed a neutral company, Apex Class Action (the
 9 “Administrator”) to send this Notice, calculate and make payments, and process Class Members’
 10 Requests for Exclusion and Objections. The Administrator will also decide Class Member
 11 challenges of Workweeks, mail and re-mail settlement checks and tax forms, and perform other
 tasks necessary to administer the Settlement. The Administrator’s contact information is contained
 in Section 9 of this Notice.

12 H. Releases. After the Judgment is final and Defendant has fully funded the Gross
 13 Settlement (and separately paid all employer payroll taxes), Participating Class Members will be
 14 legally barred from asserting any of the claims released under the Settlement. This means that
 15 unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
 16 continue to sue, or be part of any other lawsuit against Defendant or their parents, subsidiaries,
 affiliated entities, franchisors, franchisees, officers, employees, and agents for wages based on the
 Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and
 resolved by this Settlement.

17 1. The Participating Class Member Release. Upon the Effective Date and full
 18 funding of the Gross Settlement Amount plus employer’s share of payroll taxes, Released Parties
 19 shall be entitled to a release from the Participating Class Members of all class claims, actions,
 20 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, factual
 21 or legal theories, of any nature and description whatsoever, whether known or unknown, that were
 22 asserted in the Action, and any claims which reasonably flow from the facts alleged in the Action,
 23 including but not limited to Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2,
 24 205, 205.5, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 511, 512, 558, 558.1,
 25 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2751, 2800
 26 and 2802, and the applicable IWC Wage Orders, and claims under Business and Professions Code
 27 sections 17200, *et seq.*, claims for attorneys’ fees and costs, and unfair business practices. Released
 28 Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated,
 restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available
 at law or equity, allegedly owed or available to the Participating Class Members arising or
 reasonably flowing from the allegations contained in the Actions, against the Released Parties for
 the time period June 28, 2019 through September 26, 2024 (“Class Release”). The *res judicata*
 effect of the Judgment will be the same as that of the Release. Participating Class Members’
 Released Claims shall include a release of FLSA claims only when the Participating Class Member

signs, cashes, or deposits a Settlement Award check, which shall include language on the back of the check outlining the scope of the release. Participating Class Members may later discover facts or legal arguments in addition to or different from those that they now know or currently believe to be true with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiffs and Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Released Class Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Release.

2. The PAGA Release. Upon the Effective Date and full funding of the Gross Settlement Amount plus employer’s share of payroll taxes, the California Labor Workforce and Development Agency, and any persons purporting to act on its behalf, including Plaintiffs and all of the allegedly “Aggrieved Employees” at issue in the Action, will be bound by a release of all claims against Released Parties for any and all civil penalties, whether known or unknown, recoverable under PAGA arising out of the Released Claims from June 13, 2022 through September 26, 2024,, including any and all claims, causes of action, and factual or legal theories that were alleged in the Action, or reasonably could have been alleged based on the facts and legal theories of the Action , including but not limited to the Released Class Claims during the PAGA Period. Aggrieved Employees may later discover facts or legal arguments in addition to or different from those that they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of the Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and by virtue of this Agreement, Plaintiffs and Aggrieved Employees shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Each Individual Class Payment will be reduced as necessary to account for the employee’s mandatory payroll withholdings.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$37,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

C. Workweek and Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit a workweek or PAGA Pay Period challenge by signing and

1 sending a letter to the Administrator by regular U.S. mail outlining the basis for your challenge by
 2 the Response Deadline.

3 You need to support your challenge by submitting copies of pay stubs or other records. The
 4 Administrator will accept Defendant’s calculation of Workweeks and Pay Periods based on
 5 Defendant’s records as accurate unless you send copies of records containing contrary information
 6 to the Administrator. You should send copies rather than originals because the documents will not
 be returned to you. The Administrator will resolve Workweek and Pay Period challenges based on
 your submission. The Administrator’s decision is final. You cannot appeal or otherwise challenge
 its final decision.

7 **5. HOW WILL I GET PAID?**

8 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
 9 check to every Participating Class Member (i.e., every Class Member who does not opt-out)
 10 including those who also qualify as Aggrieved Employees. The single check will combine the
 Individual Class Payment and the Individual PAGA Payment. The back of the check will contain
 a release stating:

11 By signing, cashing, or depositing this check, I affirm my release of Premium Retail
 12 Services, LLC, and all other Released Parties of all Participating Class Members’
 13 Released Claims as defined in the Settlement Agreement approved by the Court.

14 B. Non-Participating Class Members. Unless a Non-Participating Class Member
 15 requests to receive the PAGA payment electronically, the Administrator will send, by U.S. mail, a
 16 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
 Settlement (i.e., every Non-Participating Class Member).

17 **If you do not elect to receive your payment(s) electronically, your check will be sent to
 18 the same address as this Notice. If you change your address, be sure to notify the
 Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact
 information.**

19 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

20 Mail a written and signed letter with your name, present address, telephone number, and a
 21 simple statement that you do not want to participate in the Settlement. The Administrator will
 22 exclude you based on any writing clearly stating your request be excluded. Be sure to personally
 23 sign your request, identify the Action as *Gay, et al. v. Premium Retail Services, Inc.*, No. C23-2216
 (Sup. Ct., Contra Costa), and include your identifying information (full name, address, telephone
 24 number, approximate dates of employment, and social security number for verification purposes).
 You must make the request yourself. If someone else makes the request for you, it will not be valid.
 25 You should send your Request for Exclusion to the Administrator by regular U.S. mail. **You must
 26 send to the Administrator your request to be excluded by <<RESPONSE DEADLINE>>, or
 it will be invalid.** Section 9 of the Notice has the Administrator’s contact information. If you are
 an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) Court days before the Final Approval Hearing, Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair. You may view these documents and the Settlement Agreement on the Administrator’s Website <<ADMINISTRATOR WEBSITE>> or the Court’s website <<COURT WEBSITE>>.

The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gay, et al. v. Premium Retail Services, Inc.*, No. C23-2216 (Sup. Ct., Contra Costa), and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator’s contact information. You should send your objection to the Administrator by regular U.S. mail. A Participating Class Member who has submitted a timely objection may attend the Final Approval Hearing (or personally retain a lawyer to object and attend at your own cost). You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in XX. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, the Administrator, and how much will be paid in PAGA Penalties. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator’s website at <<ADMINISTRATOR’S WEBSITE>>. You can also telephone the Administrator using the contact information listed below, or consult the Court website by going to (<http://www.<< COURT’S WEBSITE>>.aspx>) and entering the Case Number for the Action. You can also make an appointment to personally review court documents in the Clerk’s Office at the Contra Costa County Superior Court, by calling <<CLERK OF COURT’S PHONE NUMBER>>.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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r.shkodnik@d.law
e.geesaman@d.law
Telephone: (818) 275-5799

Administrator:

Name of Company:
Mailing Address: _____
Telephone: _____
Fax Number: _____

Premium Counsel:

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Los Angeles, CA 90071
linda.claxton@ogletree.com
juliana.vallier@ogletree.com
Telephone: (213) 239-9800
Facsimile: (213) 239-9045

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement by the void date, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GEROSKA GAY, PATRICIA YOUNG,
PHILIP JACKSON, and VANESSA
MARTINEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PREMIUM RETAIL SERVICES, LLC., a
Delaware limited liability company;
PREMIUM RETAIL SERVICES, INC., a
Delaware corporation; EZAT RAHIMI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: C23-2216

**ORDER GRANTING PRELIMINARY
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT**

**Honorable Edward G. Weil —
Department 39**

The Unopposed Motion of Plaintiffs Patricia Young, Philip Jackson, Geroska Gay, and Vanessa Martinez (hereafter referred to as “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Edward G. Weil presiding. The Court having considered the Motion, the Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final

1 Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement
2 Class.

3 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all
4 individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s
5 Representative job classification in California at any time between June 13, 2022 and September
6 26, 2024.

7 3. Based on Defendant’s good faith compilation of its records, Defendant estimates
8 that (1) there are 4,206 Class Members and 175,753 Workweeks during the Class period and (2)
9 there were 4,206 Aggrieved Employees who worked 59,354 Pay Periods during the PAGA Period.
10 “Effective Date” of the Settlement means the date when both of the following have occurred: (a)
11 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
12 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
13 Participating Class Member objects to the Settlement, ten (10) calendar days after the date on which
14 the Court enters the Final Approval Order; (b) if one or more Participating Class Members objects
15 to the Settlement, the first business day after the deadline for filing a notice of appeal from the Final
16 Approval Order; (c) if a timely appeal from the Final Approval Order is filed, the first business day
17 after the date the appellate court affirms the Judgment; or (d) if an appeal is filed and there is a final
18 disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of
19 the appellate court’s decision is requested, the day after the request for review is denied with
20 prejudice and/or no further review of the order can be requested.

21 4. This action is provisionally certified pursuant to Code of Civil Procedure Section
22 382 as a class action for purposes of settlement only with respect to the proposed Settlement Class.

23 5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
24 Settlement Amount by transmitting the funds to the Administrator no later than twenty (20)
25 calendar days after the Effective Date. Within two (2) business days of receipt of the Gross
26 Settlement Amount, the Settlement Administrator shall transfer the Gross Settlement Amount into an
27 interest-bearing Qualified Settlement Fund (“QSF”), with all accrued interest going to the benefit of
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1 the Class. Defendant shall fund the employer side payroll taxes within thirty (30) calendar days of
2 the Effective Date. Defendant will not be obligated to make any payments contemplated by this
3 Agreement until the Effective Date.

4 6. Class Data. Not later than fifteen (15) calendar days after the Court grants
5 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,
6 in the form of a Microsoft Excel spreadsheet, to the extent possible. The Class Data shall include
7 the Class Member's name, last-known mailing address, last known telephone number, Social
8 Security number, and number of Workweeks in the Class Period and PAGA Pay Periods.

9 7. Estimated Settlement Shares. No later than ten (10) calendar days after receipt of
10 the Class Data, the Administrator shall provide Defense Counsel and Class Counsel with estimated
11 minimum settlement shares for each Settlement Class and PAGA Member, assuming one hundred
12 percent (100%) participation in the Settlement.

13 8. Mailing of Class Notice. Upon receipt of the Class Data, the Administrator will
14 perform a Class Member Address Search. Within twenty (20) calendar days of receipt of the Class
15 Data, the Administrator will mail the Class Notice to all Class Members identified in the Class
16 Data, via first-class United States Postal Service ("USPS") mail. The first page of the Class Notice
17 shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
18 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods
19 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
20 Member addresses using the National Change of Address database.

21 9. Not later than three (3) business days after the Administrator's receipt of any Class
22 Notice returned on or before the Response Deadlines as undeliverable, the Administrator shall re-
23 mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not
24 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
25 and re-mail once the Class Notice to the most current address obtained.

26 10. Class Counsel's contact information is Alexandra K. Piazza, Berger Montague PC,
27 8241 La Mesa Blvd., Suite A, La Mesa, CA 91942, David Bibiyan and Vdang J. Patel of Bibiyan
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1 Law Group, P.C., 1460 Westwood Blvd, Suite 100, Los Angeles, CA 90024, and David H.
2 Yeremian and Roman Shkodnik of D. Law, Inc., 450 N. Brand Blvd., Suite 840, Glendale, CA
3 91203. Defense Counsel's contact information is Linda Claxton of Ogletree, Deakins, Nash, Smoak
4 & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071.

5 11. If on or before the Response Deadline, the Administrator, Defendant, Defense
6 Counsel, or Class Counsel is contacted by or otherwise discover any persons who should have been
7 included in the Class Data and should have received Class Notice, the Parties will expeditiously
8 meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to
9 include them as Class Members. If the Parties agree, such persons will be Class Members entitled
10 to the same rights as other Class Members, and the Administrator will send, via overnight delivery,
11 a Class Notice with the Response Deadline extended by the longer of fourteen (14) calendar days
12 from the date of mailing or the remaining original Response Deadline period.

13 12. Requests for Exclusion. Class Members who wish to exclude themselves from the
14 Class Settlement must send to the Administrator, by mail, a signed written Request for Exclusion
15 not later than sixty (60) days after the Administrator mails the Class Notice. To be valid, a Request
16 for Exclusion must: (1) contain the name, address, and telephone number of the Class Member
17 requesting exclusion; (2) contain a statement expressing that the Class Member elects to be
18 excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the
19 Response Deadline and returned to the Administrator at the specified address. The date of the
20 postmark on the return mailing envelope shall be the exclusive means used to determine whether a
21 Request for Exclusion has been timely submitted.

22 13. The Request for Exclusion will be deemed invalid if it does not contain a Class
23 Member's name, address, signature, and a statement requesting exclusion. If the Administrator is
24 unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for
25 Exclusion to the Parties to review and make a determination as to its validity. The Administrator
26 shall accept any Request for Exclusion if the Administrator can reasonably ascertain that all
27 requirements set forth in paragraph 12 of this Agreement have been met for the Request for
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1 Exclusion to be valid. The Administrator’s determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of
3 a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s
4 identity. The Administrator’s determination of authenticity shall be final and not appealable or
5 otherwise susceptible to challenge.

6 14. Every Class Member who does not submit a timely and valid Request for Exclusion
7 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
8 benefits and bound by all terms and conditions of the Settlement, including the Released Claims
9 under Paragraphs 6.2 and 6.3 of the Settlement, and any Judgment, regardless of whether the Class
10 Member actually receives the Class Notice or objects to the Settlement.

11 15. Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and will not be entitled to or receive an Individual Class Payment,
13 will not be bound by the terms of the Class portion of the Settlement, or have the right to object,
14 appeal, or comment as to the class action components of the Settlement. Aggrieved Employees
15 cannot opt out of the PAGA portion of the Settlement. Plaintiffs, on behalf of themselves and the
16 State of California, and the Aggrieved Employees, release all claims for civil penalties pursuant
17 to those Released Claims under Paragraphs 6.2 and 6.3 of the Settlement.

18 16. Challenges to Calculation of Workweeks. Class Members shall have sixty (60) days
19 after the Administrator mails the Class Notice to challenge the number of Class Workweeks and
20 PAGA Pay Periods (if any), should they disagree with Defendant’s records regarding the
21 Workweeks or PAGA Pay Periods stated on their Class Notice, and to provide documentation
22 and/or an explanation to show contrary information by the Response Deadline. The Class Member
23 may challenge the allocation by communicating in writing with the Administrator via regular U.S.
24 mail. If there is a dispute, the Administrator will consult with the Parties to determine whether an
25 adjustment is warranted. In the absence of circumstances indicating fraud, manipulation or
26 destruction, Defendant’s records will be given a rebuttable presumption of accuracy. The
27 Administrator will determine the eligibility for, and the amount of, any Individual Class Payment

1 under the terms of this Agreement, and the Administrator's determination shall be binding upon
2 the Class Members and the Parties.

3 17. Objections to Settlement. Only Participating Class Members may object to the
4 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
5 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
6 Representative Service Payments. Participating Class Members may send written objections to the
7 Administrator, by mail. Any written objection by a Participating Class Member must be mailed to
8 the Administrator no later than sixty (60) days after the Administrator mails the Class Notice. The
9 date of the postmark on the envelope shall be the exclusive means used to determine whether an
10 Objection has been timely submitted. To be valid, the written objection must state the factual and
11 legal grounds for the objection to the Settlement, must be signed by the Class Member submitting
12 it, and it must state the person's full name, address, telephone number, and address (if applicable).
13 A Participating Class Member who has submitted a timely written objection may attend the Final
14 Approval Hearing (or personally retain a lawyer to object and attend at their own cost). The
15 Administrator must provide a copy of written objections to the Parties within three (3) calendar
16 days of receipt. Class Counsel will ensure that any written objections received by the Administrator
17 by the Response Deadline are filed with the Court along with the Motion for Final Approval. Any
18 Class Member who fails to submit a timely written objection or to present an objection in person
19 at the Final Approval Hearing shall be deemed to have waived any objections and shall be
20 foreclosed from making any objection to the Settlement whether by appeal or otherwise.

21 18. Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 19. Not later than fourteen (14) days before the date by which Plaintiffs are required to
24 file the Motion for Final Approval of the Settlement, the Administrator will provide to Class
25 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
26 diligence and compliance with all of its obligations under the Settlement Agreement, including, but
27 not limited to, its mailing of the Class Notices, the Class Notices returned as undelivered, the re-

1 mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
2 Exclusion it received (both valid or invalid), and the number of written Objections. The
3 Administrator will supplement its declaration as needed or requested by the Parties and/or the
4 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

5 20. The Court approves, as to form and content, the Class Notice in substantially the
6 form attached as Exhibit A to this Order.

7 21. The Court approves, for settlement purposes only Berger Montague PC, Bibiyan
8 Law Group, P.C., and D. Law, Inc. as Class Counsel.

9 22. The Court approves, for settlement purposes only, Patricia Young, Philip Jackson,
10 Geroska Gay, and Vanessa Martinez as the Class Representatives.

11 23. The Court approves Apex Class Action as the Administrator.

12 24. The Court preliminarily approves Class Counsel's request for Class Counsel Fees
13 Payment and Class Counsel Litigation Expenses Payment subject to final review by the Court.
14 Class Counsel shall file a Motion for Final Approval of the Settlement, and for Approval of Class
15 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
16 Service Payments at least sixteen (16) court days prior to the Final Approval Hearing.

17 25. The Court preliminarily approves the estimated Administrator costs payable to the
18 Administrator subject to final review by the Court.

19 26. The Court preliminarily approves Plaintiffs' Class Representative Service Payments
20 subject to final review by the Court.

21 27. A Final Approval Hearing shall be held on ___ at .m. in Department 39 to
22 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
23 approved by this Preliminary Approval Order, and to consider the application of Class Counsel for
24 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class
25 Representative Service Payments. Class Counsel must give notice to any objecting party of any
26 continuance of the hearing of the motion for final approval.

27 28. If for any reason the Court does not execute and file a Final Approval Order and
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1 Judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
2 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
3 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
4 litigation, as more specifically set forth in the Settlement.

5 29. The Court expressly reserves the right to adjourn or continue the Final Approval
6 Hearing from time to time without further notice to members of the Class.

7 **IT IS SO ORDERED.**

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DATE

Honorable Edward G. Weil
JUDGE OF THE SUPERIOR COURT

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EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GEROSKA GAY, PATRICIA YOUNG,
PHILIP JACKSON, and VANESSA
MARTINEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PREMIUM RETAIL SERVICES, LLC., a
Delaware limited liability company;
PREMIUM RETAIL SERVICES, INC., a
Delaware corporation; EZAT RAHIMI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: C23-2216

**FINAL ORDER AND JUDGMENT
APPROVING AMENDED CLASS
ACTION AND PAGA SETTLEMENT**

**Honorable Edward G. Weil
Department 39**

This matter came on for hearing on ___ at ___m. in Department 39 of the above-captioned court on Plaintiffs’ Motion for Final Approval of a Class Action Settlement pursuant to Code of Civil Procedure Section 382, as set forth in the Amended Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of \$3,000,000.00 in compromise of all disputed claims on behalf of all individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s Representative job classification in California at any time between June 13, 2022 and September 26, 2024 (“Settlement Class”). All capitalized terms used herein shall have the same meaning as defined in the Settlement.

In accordance with the Court’s prior Order Granting Preliminary Approval the Amended Class Action Settlement, Class Members have been given notice of the terms of the Settlement and

1 the opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
2 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
3 and the evidence and argument received by the Court in conjunction with the motions for
4 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
5 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
6 DETERMINATIONS:

7 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
8 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
9 Approval of Class Action Settlement dated ____, the Class Notice was sent to each Class Member
10 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement,
11 their right to receive their proportional share of the Settlement, their right to request exclusion, their
12 right to comment upon or object to the Settlement, and their right to appear in person or by counsel
13 at the final approval hearing and be heard regarding final approval of the Settlement. Adequate
14 periods of time were provided by each of these procedures. No member of the Settlement Class
15 presented written objections to the proposed Settlement as part of this notice process, stated an
16 intention to appear, or actually appeared at the final approval hearing.

17 2. For purposes of this Final Order and Judgment, the Class Members are all
18 individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s
19 Representative job classification in California at any time between June 13, 2022 and September
20 26, 2024.

21 3. The Court finds and determines that the notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding final approval of the Settlement based on the responses of Class Members. The Court
24 finds and determines that the notice provided in this case was the best notice practicable, which
25 satisfied the requirements of law and due process as to all persons entitled to such notice. Upon the
26 Effective Date and full funding of the Gross Settlement Amount plus employer’s share of payroll
27 taxes, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties
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1 as follows:

2 **Release by Plaintiffs.** Plaintiffs and their respective former and present spouses,
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
4 and discharge Released Parties from all claims, actions, charges, complaints, grievances and causes
5 of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs'
6 behalf as of the date of Settlement, including, but not limited to, any and all tort claims, contract
7 claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy
8 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
9 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
10 all claims arising under any federal, state or other governmental statute, law, regulation or
11 ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act
12 (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare
13 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
14 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
15 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
16 California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
17 Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims
18 arising under any federal, state or other governmental statute, law, regulation or ordinance.
19 Plaintiffs' Release does not extend to any claims or actions to enforce the Settlement, or to any
20 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
21 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
22 Period.

23 **Participating Class Members.** Participating Class Members Released the Released Parties
24 of all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties,
25 rights or liabilities, factual or legal theories, of any nature and description whatsoever, whether
26 known or unknown, that were asserted in the Actions, and any claims which reasonably flow from
27 the facts alleged in the Actions, including but not limited to Labor Code sections 200, 201, 201.3,
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1 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 218.6, 221, 226, 226.3, 226.7, 227.3,
2 245 et seq., 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197,
3 1197.1, 1198, 1199, 2698, et seq., 2751, 2800 and 2802, and the applicable IWC Wage Orders, and
4 claims under Business and Professions Code sections 17200, et seq., claims for attorneys' fees and
5 costs, and unfair business practices. Released Claims include all claimed or unclaimed
6 compensatory, consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive
7 or equitable relief, and any other remedies available at law or equity, allegedly owed or available
8 to the Participating Class Members arising or reasonably flowing from the allegations contained in
9 the Actions, against the Released Parties for the time period June 28, 2019 through September 26,
10 2024. This release will not take effect until Defendant has paid the Gross Settlement Amount in
11 full per the Settlement.

12 **PAGA Release.** The California Labor Workforce and Development Agency, and any
13 persons purporting to act on its behalf, including Plaintiffs and all Aggrieved Employees, release
14 the Released Parties, for any and all civil penalties pursuant to PAGA, whether known or unknown,
15 including any and all claims, causes of action, and factual or legal theories that were alleged in the
16 Action, or reasonably could have been alleged based on the facts and legal theories of the Action,
17 including but not limited to the Released Class Claims during the PAGA Period.

18 4. The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
20 provisions of the Settlement, including the release of claims contained therein, should be and
21 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
22 according to its terms. As of the Effective Date of Settlement, and for the duration of the Settlement
23 Class Period, all Participating Class Members are hereby deemed to have waived and released all
24 Released Claims and are forever barred and enjoined from prosecuting the Released Claims against
25 the Released Parties as fully set forth in the Settlement. No objections were received by the Parties
26 or the Court through the date of this Final Order and Judgment. The Court finds [REDACTED] Class
27 Member(s) - [REDACTED] - submitted a request for exclusion from the Settlement as determined by the
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1 Administrator and therefore [is/are not] in the Settlement Class.

2 5. The Court finds and determines that (a) the Settlement Awards to be paid to
3 Participating Class Members and (b) the PAGA payments as civil penalties under the California
4 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
5 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
6 final approval to, and orders the payment of, those amounts be made to the Participating Class
7 Members, Aggrieved Employees, and to the California Labor & Workforce Development Agency
8 (“LWDA”), in accordance with the terms of the Settlement.

9 6. The Court further grants final approval to and orders that the following payments
10 be made in accordance with the terms of the Settlement:

11 a. Class Counsel attorneys’ fees of \$1,000,000, plus Class Counsel’s actual
12 litigation costs, which presently are \$_____, and are not to exceed \$65,000.00.

13 b. \$40,000.00 as Class Representative Service Payments payable to Plaintiffs
14 as follows: (1) \$10,000.00 to Patricia Young; (2) \$10,000.00 to Philip Jackson; (3) \$10,000.00 to
15 Geroska Gay; and (4) \$10,000.00 to Vanessa Martinez.

16 c. \$_____ in costs of the Administrator payable to Apex Class
17 Action for its services as the Administrator; and

18 d. Payment of \$112,500.00 (75% of the (\$150,000 PAGA penalty) to the
19 LWDA.

20 7. The settlement shall proceed as directed in the Settlement, and no payments
21 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
22 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of
23 all matters relating to the interpretation, administration, implementation, effectuation and
24 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
25 Court 3.769(h).

26 8. Within twenty (20) calendar days of the Effective Date, Defendant shall transmit the
27 Gross Settlement Amount to the Administrator and the employer’s share of payroll taxes due on the
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1 portion of the Individual Class Payments that is allocated as a Wage Portion to the Administrator.
2 Within two (2) business days of receipt of the Gross Settlement Amount, the Administrator will
3 transfer the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”), with all interested
4 going to the benefit of the Class.

5 9. Within twenty (20) calendar days after funding of the Gross Settlement Amount, the
6 Administrator will cause to be distributed all Individual Class Payments, all Individual PAGA
7 Payments, the PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
8 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
9 Payments.

10 10. Other than its employer side payroll taxes, Defendant’s payment of the Gross
11 Settlement Amount shall be the sole financial obligation of Defendant under the Settlement and
12 shall be in full satisfaction of all claims released herein, including, without limitation, all claims
13 for wages, penalties, interest, attorneys’ fees, costs and expenses.

14 11. Participating Class Members shall have one hundred and eighty (180) days from the
15 date of the check’s issuance to cash their Settlement Award check. After the expiration of the 180-
16 day period, on Defendant’s behalf, the Administrator shall remit any amounts from voided
17 settlement checks and otherwise unclaimed, to the California Controller’s Unclaimed Property
18 Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the
19 requirements of Code of Civil Procedure section 384, subd. (b).

20 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
21 Parties’ obligations under the Settlement or hereunder, including the requirement that Defendant
22 deposit the Gross Settlement Amount and employers’ share of payroll taxes for distribution by the
23 Administrator to Participating Class Members in accordance with the Settlement.

24 13. The Court hereby enters final judgment in this case in accordance with the terms of
25 the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
26 Order and Judgment.

27 14. The Parties are hereby ordered to comply with the terms of the Settlement.
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1 15. The Parties shall bear their own costs and attorneys’ fees except as otherwise
2 provided by the Settlement and this Final Order and Judgment.

3 16. The Settlement is not an admission by Defendant nor is this Final Order and
4 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
5 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an admission
6 of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and Judgment, the
7 Settlement, any document referred to herein, any exhibit to any document referred to herein, any
8 action taken to carry out the Settlement, nor any negotiations or proceedings related to the
9 Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with
10 regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any
11 proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any
12 purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This
13 Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records
14 on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement
15 by Defendant to support a defense of res judicata, collateral estoppel, release, or other theory of
16 claim or issue preclusion or similar defense as to the Released Claims.

17 17. This document shall constitute a Judgment.

18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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DATE

Honorable Edward G. Weil
JUDGE OF THE SUPERIOR COURT