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13

14 **STATE OF CALIFORNIA**

15 **SUPERIOR COURT FOR THE COUNTY OF CONTRA COSTA**

16 NATASHA WINDOM, individually, and on
behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 SKSS ENTERPRISES INC. dba THE UPS
20 STORE, a California corporation; and DOES
1 through 10, inclusive,

21 Defendants.
22

Case No.: C23-01274

**FIRST AMENDED JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: May 26, 2023
Trial Date: None Set
23

24 This First Amended Joint Stipulation of Class Action and PAGA Settlement
25 (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and
26 between Plaintiff Natasha Windom (“Plaintiff”), individually, and on behalf of all others similarly
27 situated and on behalf of the State of California with respect to aggrieved employees, and
28

1 Defendant SKSS ENTERPRISES INC. dba THE UPS STORE (“Defendant”) (together, Plaintiff
2 and Defendant are referred to as “Parties” and individually as “Party”).

3 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
4 defined herein), the State of California as to the employment of PAGA Employees (as defined
5 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

6 **RECITALS**

7 1. On May 26, 2023, Plaintiff Natasha Windom filed a Class Action Complaint in
8 the action entitled *Natasha Windom v. SKSS Enterprises Inc., dba The UPS Store*, Contra Costa
9 County Superior Court Case No. C23-01274 (“Windom Action”), thereby commencing a
10 putative class action against Defendant. The complaint alleges eight (8) causes of action for
11 violations of the California Labor Code for failure to pay minimum and straight time wages,
12 failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit
13 rest periods, failure to timely pay final wages at termination, failure to provide accurate wage
14 statements, failure to indemnify employees for expenditures, and unfair business practices.

15 2. On December 7, 2023, Plaintiff Natasha Windom filed a First Amended Class and
16 Representative Action Complaint, adding a cause of action under the Private Attorneys General
17 Act of 2004 pursuant to California Labor Code Section 2698, et seq. (“PAGA”).

18 3. Defendant denies all material allegations set forth in the Actions and has asserted
19 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
20 the Parties desire to fully and finally settle the Actions, Released Class Claims (as defined
21 herein), and Released PAGA Claims (as defined herein).

22 4. Class Counsel diligently investigated the class and PAGA claims against
23 Defendant, including any and all applicable defenses and the applicable law. The investigation
24 included, *inter alia*, the exchange of information, data, and documents, and review of corporate
25 policies and practices. The Parties have engaged in sufficient informal discovery and
26 investigation to assess the relative merits of the claims and contentions of the Parties.

27 5. On April 4, 2024, the Parties participated in mediation with Judge Howard R.
28 Broadman (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and

1 with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is
2 memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and
3 the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability
4 and exposure in relation to the costs and risks associated with continued litigation. Based on
5 Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with
6 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
7 reasonable, and adequate and is in the best interest of the Class Members, the State of California,
8 and PAGA Employees in light of all known facts and circumstances, including the risk of
9 significant delay and uncertainty associated with litigation and various defenses asserted by
10 Defendant.

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

16 **DEFINITIONS**

17 7. The following definitions are applicable to this Settlement Agreement. Definitions
18 contained elsewhere in this Settlement Agreement will also be effective.

19 a. “Court” means the Superior Court of the State of California for the County
20 of Contra Costa.

21 b. “Action” means the matter of *Natasha Windom v. SKSS Enterprises Inc.*
22 *dba The UPS Store, a California corporation*, Contra Costa County Superior Court Case No.
23 C23-01274.

24 c. “Class Settlement” means the settlement and resolution of all Released
25 Class Claims.

26 d. “Effective Date” means the later of the following dates: (1) the date the
27 Court finally approves this settlement if no objections are filed to the settlement; (2) if objections
28 are filed and overruled, and no appeal is taken of the final approval order, 60 days after the final

1 approval order is signed; or, (3) if an appeal is take from the Court’s overruling of objections to
2 the settlement, 10 days after the appeal is withdrawn or after an appellate decision affirming the
3 final approval order becomes final.

4 e. Gross Settlement Amount (“GSA”)” means the amount of \$250,000.00,
5 subject to potential pro rata increase as provided in Section 7(r) of this Agreement, which shall
6 be paid by Defendant within 30 days of the Effective Date, as defined in Section 7(d). Nothing
7 herein shall preclude Defendant from making payment prior to these deadlines. Defendant shall
8 have no obligation to pay any sum aside from the GSA, the potential pro rata increase, and
9 Defendant’s share of payroll taxes, in order to effectuate its duties under this Agreement.

10 f. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court
11 for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses
12 incurred and to be incurred by Class Counsel in connection with the Action, as set forth in
13 Paragraph 10.

14 g. “Defendant’s Counsel” means Ian B. Wieland and David G. Litman of
15 Sagaser, Watkins & Wieland, P.C.

16 h. “Class Counsel” means Arrash T. Fattahi and Arman A. Salehi of
17 Wilshire Law Firm, who will seek to be appointed counsel for the Class Members and Aggrieved
18 Employees.

19 i. “Released Parties” means Defendant, together with its present and former
20 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and
21 former owners, board members, officers, directors, trustees, shareholders, members, partners,
22 employees, agents, insurers, attorneys, representatives, heirs, executors, administrators,
23 successors and assigns, and any individual or entity to whom liability for the Released Claims,
24 as defined herein, could be assigned pursuant to Labor Code § 558.1 (collectively, the “Released
25 Parties”).

26 j. “Settlement Class” means all non-exempt, hourly-paid employees
27 employed by Defendant in California and paid by Defendant for work performed at any time
28 between November 29, 2018, through July 3, 2024.

1 k. “Aggrieved Employees” means all non-exempt employees employed by
2 Defendant in California and paid by Defendant for work performed at any time between June 21,
3 2022, through July 3, 2024.

4 l. “Class Release Period” means Class Members, excluding those who opt
5 out of the settlement, shall release the Released Parties from the Released Class Claims for the
6 period of November 29, 2018, through July 3, 2024, unless Defendant chooses an earlier release
7 date for the Class Members pursuant to Section 7 that would result in Defendant avoiding any
8 pro rata increase.

9 m. “PAGA Release Period” means that the Aggrieved Employees shall
10 release the Released Parties from the Released PAGA Claims for the period of June 21, 2022,
11 through July 3, 2024. The PAGA Release Period is not subject to change, nor is it subject to any
12 pro rata increase.

13 n. “Effective Date of Release” means that all Class Members, excluding
14 those who opt out of the settlement, and all Aggrieved Employees (who shall not have the right
15 to opt out) shall be bound, as of the Effective Date, by a release of the Released Class and PAGA
16 Claims, as defined herein. Nothing herein shall be construed to extend the time in which a Class
17 Member has to opt-out of the settlement.

18 o. “Released Class Claims” means any and all, but not limited to, state wage
19 and hour claims for any and all violations of California's Labor Code and Unfair Competition
20 Law based on Defendant’s failure to pay for all hours worked (including minimum, straight time,
21 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
22 failure to timely pay final wages at termination, failure to furnish accurate itemized wage
23 statements, and failure to indemnify employees for expenditures based on the alleged Labor Code
24 violations, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts
25 recoverable under said causes of action under California law, to the extent permissible, including,
26 but not limited to, the California Labor Code and the applicable Wage Orders.

27 p. “Released PAGA Claims” means any and all claims for PAGA penalties
28 that were alleged, or reasonably could have been alleged, based on the PAGA facts stated in the

1 Operative Complaint and the PAGA Notice, including any and all claims involving any alleged
2 failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to
3 provide accurate wage statements, failure to pay all wages due at separation, and failure to
4 reimburse business expenses.

5 q. “Resolution of Good Faith Dispute” refers to the Parties’ intent that these
6 releases be construed as broadly as possible. The releases exclude the release of claims not
7 permitted by law. The parties warrant and represent that the releases resolve, pursuant to Labor
8 Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v.*
9 *Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages,
10 if any, owed to Class Members or Aggrieved Employees through their last day of employment
11 with the Released Parties within the Class Release Period and PAGA Release Period.

12 r. “Pro Rata Increase for Class Claims” refers to the pro rata increase of the
13 Gross Settlement Amount. Defendant represents that there are approximately 110 class members
14 who worked 7,711 workweeks from November 29, 2018, to April 4, 2024. If the ultimate number
15 of workweeks (in the Class Period) exceeds 7,711 by 10% (e.g. 771 workweeks more than 7,711
16 [8,482 workweeks]), the GSA will increase pro rata per additional workweek above 8,482. If the
17 Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right/choice to end
18 the Class Release Period before the pro rata increase is triggered.

19 s. “Class List” means a complete list of all Class Members and Aggrieved
20 Employees that Defendant will diligently and in good faith compile from its records and provide
21 to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office
22 Excel spreadsheet containing the following information for each Class Member: (1) full name;
23 (2) last known mailing address; (3) Social Security number; and (4) dates worked for Defendant
24 during the Class Period.

25 t. “Notices to Class Members” means the notices sent to Class Members, the
26 timeline for opting-out of the class settlement, and other procedures related to notifying Class
27 Members and Aggrieved Employees of the settlement that the Parties will agree on as to form.
28 There shall be no claim form that any Class Members are required to submit to receive their

1 settlement proceeds. All Class Members, excluding those who opt out of the settlement, will
2 receive a settlement check for the release of their Released Class Claims. All Aggrieved
3 Employees will receive a settlement check for the release of their Released PAGA Claims.

4 u. “Request for Exclusion” means a letter submitted by a Class Member
5 indicating a request to be excluded from the Class Settlement, which must: (a) contain the case
6 name and number of the Action (*Natasha Windom v. SKSS Enterprises Inc. dba The UPS Store,*
7 *Contra Costa County Superior Court, Case No. C23-01274*); (b) contain the Class Member’s full
8 name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social
9 Security number; (c) clearly state that the Class Member does not wish to be included in the Class
10 Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address,
11 postmarked on or before the Response Deadline.

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

22 w. “No Reversion, No Claims Made” means that there will be no reversion
23 to Defendant and no claims process for Class Members to receive payment.

24 x. “Employer’s Share of Payroll Taxes” means the Defendant’s share of
25 payroll taxes will be paid by Defendant separate from and in addition to the GSA. Defendant
26 shall provide the Settlement Administrator with funds sufficient to cover all employer taxes
27 attributable to the individual settlement payments designated as wages by its deadline to fund the
28 GSA. The employer taxes shall be paid by the Settlement Administrator directly to the

1 appropriate federal and state taxing authorities.

2 y. “Net Settlement Amount” means the portion of the Gross Settlement
3 Amount that is available for distribution to Settlement Class Members, which is the Gross
4 Settlement Amount less the Court-approved Attorneys' fees, costs, class representative
5 enhancement award, PAGA Payment, and settlement administration costs.

6 z. “Enhancement Payment” means the amount to be paid to Plaintiff, in
7 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and
8 PAGA Employees, and general release of claims, as set forth in Paragraph 11.

9 aa. “Final Approval” means the determination by the Court that the
10 Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment
11 based thereon.

12 bb. “Final Approval Hearing” means the hearing at which the Court will
13 consider and determine whether the Settlement should be granted Final Approval.

14 cc. “Final Approval Order and Judgment” means the order granting final
15 approval of the Settlement and entering judgment thereon, in a form and content mutually agreed
16 to by the Parties, and subject to approval by the Court.

17 dd. “Individual PAGA Payment” means the pro rata share of the PAGA
18 Employee Amount that a PAGA Employee may be eligible to receive under the PAGA
19 Settlement, to be calculated in accordance with Paragraph 16.

20 ee. “Individual Settlement Share” means the net payment of each Settlement
21 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes
22 and withholdings with respect to the wages portion of the Individual Settlement Share, as
23 provided in Paragraph 17.

24 ff. “Individual Settlement Share” means the pro rata share of the Net
25 Settlement Amount that a Class Member may be eligible to receive under the Class Settlement,
26 to be calculated in accordance with Paragraph 15.

27 gg. “LWDA Payment” means the amount of seven thousand five hundred
28 dollars and zero cents (\$7,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed

1 to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 12.

2 hh. “Notice of Objection” means a Class Member’s written objection to the
3 Class Settlement, which must: (a) contain the case name and number of the Action (*Natasha*
4 *Windom v. SKSS Enterprises Inc. dba The UPS Store*, Contra Costa County Superior Court, Case
5 No. C23-01274); (b) contain the objector’s full name, signature, address, telephone number, and
6 the last four (4) digits of the objector’s Social Security number; (c) contain a written statement
7 of all grounds for the objection accompanied by any legal support for such objection; (d) contain
8 copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
9 returned by mail to the Settlement Administrator at the specified address, postmarked on or
10 before the Response Deadline.

11 ii. “PAGA Amount” means the allocation of ten thousand dollars and zero
12 cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
13 percent (75%) of the PAGA Amount, or \$7,500.00, will be paid to the LWDA (i.e., the LWDA
14 Payment) and the remaining twenty-five percent (25%), or \$2,500.00, will be distributed to the
15 Aggrieved Employees (i.e., the PAGA Employee Amount).

16 jj. “PAGA Employee(s)” means all current and former hourly-paid or non-
17 exempt employees who worked for Defendant within the State of California at any time during
18 the PAGA Period.

19 kk. “PAGA Employee Amount” means the amount of two thousand five
20 hundred dollars and zero cents (\$2,500.00), i.e., 25% of the PAGA Amount, to be distributed to
21 Aggrieved Employees on a pro rata basis based on their PAGA Pay Periods.

22 ll. “PAGA Period” means the period from June 21, 2022, through July 3,
23 2024.

24 mm. “PAGA Settlement” means the settlement and resolution of all Released
25 PAGA Claims.

26 nn. “PAGA Pay Periods” means the number of pay periods each PAGA
27 Employee worked for Defendant as an hourly-paid or non-exempt employee in California during
28 the PAGA Period.

1 oo. “Preliminary Approval” means the date on which the Court enters the
2 Preliminary Approval Order.

3 pp. “Preliminary Approval Order” means the order granting preliminary
4 approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject
5 to approval by the Court.

6 qq. “Settlement Administrator” means APEX Class Action Administrators, or
7 any other third-party class action settlement administrator agreed to by the Parties and approved
8 by the Court for purposes of administrating the Settlement. The Parties and their counsel each
9 represent that they do not have any financial interest in the Settlement Administrator or otherwise
10 have a relationship with the Settlement Administrator that could create a conflict of interest.

11 rr. “Settlement Administration Costs” means the costs payable from the
12 Gross Settlement Amount to the Settlement Administrator for administrating the Settlement, as
13 set forth in Paragraph 13.

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

16 tt. “Workweeks” means the number of weeks each Class Member worked for
17 Defendant as an hourly-paid or non-exempt employee in California during the Class Period.

18 uu. “Workweeks Dispute” means a letter submitted by a Class Member
19 disputing the number of Workweeks and/or PAGA Pay Periods to which they have been credited,
20 which must: (a) contain the case name and number of the Action (*Natasha Windom v. SKSS*
21 *Enterprises Inc. dba The UPS Store*, Contra Costa County Superior Court, Case No. C23-01274);
22 (b) contain the Class Member’s full name, signature, address, telephone number, and the last four
23 (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member
24 disputes the number of Workweeks and/or PAGA Pay Periods credited to the Class Member and
25 what the Class Member contends is the correct number; and (d) be returned by mail to the
26 Settlement Administrator at the specified address, postmarked on or before the Response
27 Deadline.

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CLASS CERTIFICATION

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

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

TERMS OF THE AGREEMENT

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

10. Attorneys' Fees and Costs. Defendant agrees not to oppose Plaintiff's request for attorneys' fees to the extent the request does not exceed one-third of the GSA (currently estimated at \$83,333.33), which fees shall be paid from the GSA. Any portion of the fee allocation not approved by the court will revert to the NSA. Defendant agrees not to oppose Plaintiff's request for reimbursement for Plaintiff's statutory litigation costs to the extent the request does not exceed \$25,000.00, which costs shall be paid from the GSA. Any unused funds of this cost allocation will revert to the NSA.

11. Enhancement Payment. Defendant agrees not to oppose Plaintiff's request for an enhancement award to Plaintiff of up to \$10,000.00. This payment shall be in addition to the *pro rata* recovery received by Plaintiff as part of the settlement. Plaintiff agrees not to opt-out of the settlement. Any portion of the Enhancement Award allocation not approved by the court will revert to participating class members. In exchange for this Enhancement Award, Plaintiff will provide to Released Parties a general release, including a Civil Code section 1542 waiver.

12. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of ten thousand dollars and zero cents (\$10,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor

1 Code Section 2698, et seq. (i.e., the PAGA Amount), of which seventy-five percent (75%), or
 2 \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%),
 3 or \$2,500.00, be distributed to the Aggrieved Employees. The \$10,000.00 PAGA Payment shall
 4 be deducted from and paid out of the Gross Settlement Amount.

5 13. Settlement Administration Costs. The Parties have agreed on a Settlement
 6 Administrator to administer the settlement. Defendant agrees not to oppose Plaintiff's request for
 7 reimbursement for the settlement administrator's up to \$5,000.00, which costs will be paid from
 8 the GSA. Any unused funds of this cost allocation will revert to the NSA. These costs, which
 9 will be paid from the Gross Settlement Amount, subject to Court approval, will include, inter
 10 alia, printing, distributing, and tracking Class Notices and other documents for the Settlement,
 11 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS
 12 Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
 13 reports and declarations, and other duties and responsibilities set forth herein to process the
 14 Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's
 15 costs are greater than the estimated amount stated herein, such excess amount will be deducted
 16 from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
 17 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact
 18 required to fulfill payment to the Settlement Administrator to undertake the required settlement
 19 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
 20 Settlement Class Members.

21 14. Escalator Clause. Defendant has represented that from November 29, 2018, to
 22 April 4, 2024 (date of mediation), the class consisted of 110 class members who worked 7,711
 23 Workweeks. If it is determined by the Settlement Administrator that the ultimate number of
 24 Workweeks (in the Class Period) worked by the Class Members during the Class Period actually
 25 exceeds 7,711 by more than 10% (i.e. 771 Workweeks more than 7,711 [8,482 Workweeks]), the
 26 GSA will increase *pro rata* per additional workweek above 8,482. If the Pro Rata Increase
 27 Threshold is triggered, Defendant shall have the exclusive right to either choose to: (1) cut off
 28 the end date for the Class Period as of the date on which the number of workweeks reaches 7,711,

1 or (2) increase the GSA on a proportional basis equal to the percentage increase in number of
2 workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in
3 the number workweeks during the Class Period, Defendant would agree to increase the GSA by
4 1%).

5 15. Individual Settlement Share Calculations Individual Settlement Shares will be
6 calculated and apportioned from the Net Settlement Amount based on the Class Members'
7 number of Workweeks, as follows:

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

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

17 16. Individual PAGA Payment Calculations. To calculate the amount each Aggrieved
18 Employee will receive based on their Qualifying PAGA Work Week (defined as a pay period
19 during which an Aggrieved Employee was employed by Defendant during the PAGA Release
20 Period and received payment for wages for work performed within the pay period), the PAGA
21 Payment, less the 75% thereof payable to the LWDA, will be divided by the total number of
22 Qualifying PAGA Work Weeks by all Aggrieved Employees during the PAGA Release Period
23 and then allocated on a pro rata basis (i.e., according to the Qualifying PAGA Work Weeks
24 worked by each of the individual Aggrieved Employees during the PAGA Release Period.)

25 17. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.
26 Each Individual Settlement Share will be allocated as follows: ten percent (10%) as wages and
27 ninety percent (90%) as penalties, interest, and non-wage damages. The portion allocated to
28 wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and

1 non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement
2 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
3 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue
4 checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of
5 their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will
6 be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA
7 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
8 IRS Form 1099 (if applicable) by the Settlement Administrator.

9 18. Net Settlement Fund Designation/Characterization of Settlement Payments to
10 Class: 10% as wages and 90% as penalties and interest.

11 19. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
13 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as
14 may be required by law for all amounts paid pursuant to this Settlement Agreement. The
15 Settlement Administrator will also be responsible for calculating the Employer Taxes and
16 forwarding all payroll taxes and other legally required withholdings to the appropriate
17 government authorities.

18 20. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do
19 not intend anything contained in this Settlement Agreement to constitute advice regarding taxes
20 or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff,
21 Settlement Class Members, and PAGA Employees are not relying on any statement,
22 representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in
23 this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree
24 that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for
25 the payment of any taxes and penalties assessed on the payments described in this Settlement
26 Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with
27 their tax advisors concerning the tax consequences of any payment they receive under the
28 Settlement.

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

26 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made
27 under the Settlement shall be deemed to be paid to the payee solely in the year in which such
28 payments actually are issued to the payee. It is expressly understood and agreed that payments

1 made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or
2 any PAGA Employee to additional compensation or benefits under any new or additional
3 compensation or benefits, or any bonus, contest, or other compensation or benefit plan or
4 agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class
5 Members, or any PAGA Employee to any increased retirement, 401K benefits or matching
6 benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement
7 in any benefit or compensation plan document that might have been in effect during the Class
8 Period).

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

- 18 a. Conditionally certifying the Class for settlement purposes only;
- 19 b. Granting Preliminary Approval of the Settlement;
- 20 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 e. Approving as to form and content, the mutually-agreed upon and proposed
23 Class Notice and directing its mailing by First Class U.S. Mail;
- 24 f. Approving the manner and method for Class Members to request
25 exclusion from or object to the Class Settlement as contained herein and within the Class Notice;
- 26 g. Scheduling a Final Approval Hearing at which the Court will determine
27 whether Final Approval of the Settlement should be granted.

28 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code §

1 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for
2 preliminary approval of the Settlement.

3 25. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary
4 Approval, Defendant will provide the Class List to the Settlement Administrator.

5 26. Notice by First-Class U.S. Mail.

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

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

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

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

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

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

1 for Exclusion.

2 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement
3 Class Members must submit a timely and complete Notice of Objection to the Settlement
4 Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a
6 Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly
7 to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted
8 (specifying which ones were timely and complete and which were not), and also attach them to
9 a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no
10 time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
11 Class Members to object to the Class Settlement or appeal from the Final Approval Order and
12 Judgment. Settlement Class Members, individually or through counsel, may also present their
13 objection orally at the Final Approval Hearing, regardless of whether they have submitted a
14 Notice of Objection.

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

24 31. Defendant's Right to Rescind. Defendant has the right at its sole discretion to
25 terminate the Settlement if more than 10% of Class Members timely elect to opt out of the
26 Settlement, as determined by the Parties' selected Settlement Administrator. If Defendant
27 exercises its right under this paragraph, Defendant shall be solely liable for administrative costs
28 incurred by the Settlement Administrator.

1 32. Certification of Completion. Upon completion of administration of the
2 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
3 such completion to the Court and counsel for all Parties.

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

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

25 34. Funding of the Gross Settlement Amount. No later than thirty (30) days after the
26 Effective Date, Defendant shall deposit the GSA into a Qualified Settlement Fund ("QSF")
27 within the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the
28 Settlement Administrator. Defendant shall provide all information necessary for the Settlement

1 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
2 unemployment insurance tax ID number, and other information requested by the Settlement
3 Administrator, no later than fifteen (15) calendar days after the Effective Date.

4 35. Distribution of the Gross Settlement Amount. Within five (5) business days of
5 the funding of the Gross Settlement Amount, the Settlement Administrator will issue the
6 Individual Settlement Payments to Settlement Class Members, the Individual PAGA Payments
7 to PAGA Employees, the LWDA Payment to the LWDA, the Enhancement Payment to Plaintiff,
8 the Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration Costs to itself.

9 The Settlement Administrator shall also set aside the Employer Taxes and all employee-
10 side payroll taxes, contributions, and withholding, and timely forward these to the appropriate
11 government authorities.

12 36. Settlement Checks. The Settlement Administrator will be responsible for
13 undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement
14 Payments by way of checks to the Settlement Class Members and the Individual PAGA Payments
15 by way of checks to the PAGA Employees in accordance with this Settlement Agreement. When
16 issuing payments, the Settlement Administrator may combine the Individual Settlement Payment
17 and Individual PAGA Payment into one check if the intended recipient for both payments is one
18 individual. Settlement Class Members and PAGA Employees are not required to submit a claim
19 to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each
20 Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable
21 for one hundred and eighty (180) calendar days from the date the checks are issued, and
22 thereafter, shall be canceled. For any Participating Class Member and/or PAGA Employee
23 whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed
24 and cancelled after the void date, the Settlement Administrator shall transmit the funds
25 represented by such checks to the California Controller's Unclaimed Property Fund in the name
26 of the Class Member. The Parties agree that this disposition results in no "unpaid residue" under
27 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
28 Settlement Class Members, whether or not they cash their settlement checks. The Settlement

1 Administrator shall undertake amended and/or supplemental tax filings and reporting required
 2 under applicable local, state, and federal tax laws that are necessitated due to the cancelation of
 3 any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class
 4 Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be
 5 bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks
 6 are canceled shall, nevertheless, be bound by the PAGA Settlement.

7 37. Class Settlement Release. Upon the Effective Date and full funding of the Gross
 8 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully,
 9 finally, and forever released, settled, compromised, relinquished, and discharged the Released
 10 Parties of all Released Class Claims.

11 38. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
 12 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and
 13 all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
 14 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

15 39. Plaintiff's General Release. Upon the Effective Date and full funding of the
 16 Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have
 17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
 18 Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees,
 19 costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever,
 20 known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any
 21 time of execution of this Settlement Agreement, had or claimed to have or may have, including
 22 but not limited to any and all claims arising out of, relating to, or resulting from her employment
 23 and/or separation of employment with the Released Parties, including any claims arising under
 24 any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
 25 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights
 26 Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and
 27 Medical Leave Act; the Employee Retirement Income Security Act; the California Family Rights
 28 Act; the California Fair Employment and Housing Act; all claims for wages or penalties under

1 the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
2 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
3 policy, retaliation, or interference with legal rights; any and all other employment or
4 discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any
5 breach of contract claims or claims of promissory estoppel. It is agreed that this is a general
6 release and is to be broadly construed as a release of all claims, provided that, notwithstanding
7 the foregoing, this Paragraph expressly does not include a release of any claims that cannot be
8 released hereunder by law. Plaintiff understands and expressly agrees that this Settlement
9 Agreement extends to claims that she has against Defendant, of whatever nature and kind, known
10 or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from
11 or attributable to an incident or event, occurring in whole or in part, on or before the execution
12 of this Settlement Agreement. Any and all rights granted under any state or federal law or
13 regulation limiting the effect of this Settlement Agreement, including the provisions of Section
14 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
15 the California Civil Code reads as follows:

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

21 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
22 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the
23 Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
24 website for sixty (60) calendar days. No individualized notice of the Final Approval Order and
25 Judgment to the Class will be required.

26 41. Continuing Jurisdiction. After entry of the judgment pursuant to the Settlement,
27 the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of
28 Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing:

1 (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement
2 administration matters, and (c) such post-judgment matters as may be appropriate under court
3 rules or as set forth in this Settlement Agreement.

4 42. Effects of Termination or Rescission of Settlement. Termination or rescission of
5 the Settlement Agreement shall have the following effects:

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

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

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

14 d. The Settlement Agreement and all negotiations, statements, and
15 proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of
16 whom shall be restored to their respective positions in the Actions prior to the execution of the
17 Settlement Agreement;

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

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

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

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

4 45. Entire Agreement. This Settlement Agreement and any attached exhibits
5 constitute the entirety of the Parties' agreement relating to the settlement and transaction
6 completed thereby, and all prior or contemporaneous agreements, understandings,
7 representations, and statements, whether oral or written and whether by a Party or such Party's
8 legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code §
10 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
11 is to be construed according to its terms and may not be varied or contradicted by extrinsic
12 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
13 modify, vary, or contradict the terms of this Settlement Agreement.

14 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all
15 proceedings in the Actions (including with respect to California Code of Civil Procedure §
16 583.310), except such proceedings necessary to implement and complete this Settlement
17 Agreement, pending the Final Approval Hearing to be conducted by the Court.

18 47. Confidentiality/Non-Publicity: Plaintiff and her counsel will keep the operative
19 complaint(s), PAGA letter, and this settlement confidential through preliminary approval.
20 Thereafter, Plaintiff and her counsel further agree to keep this settlement, operative complaint(s),
21 and the PAGA letter confidential, including without limitation no disclosures to current or former
22 employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or
23 online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures
24 necessary to comply with the law, judicial process, or for financial planning or tax preparation
25 purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary
26 to provide settlement information to Class Members, and (iii) if any party seeks to enforce any
27 term or condition of this Agreement against any other party. Nothing herein shall prevent
28 Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications
as counsel in other cases or as required by a court, nor shall any terms herein preclude Class
Counsel from communicating with and fulfilling its obligations to Class Members or Aggrieved

1 Employees.

2 48. Amendment or Modification. Prior to the filing of the motion for preliminary
3 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
4 Agreement except by written agreement signed by counsel for all Parties. After the filing of the
5 motion for preliminary approval of the Settlement, the Parties may not amend or modify any
6 provision of this Settlement Agreement except by written agreement signed by counsel for all
7 the Parties and subject to Court approval. A waiver or amendment of any provision of this
8 Settlement Agreement will not constitute a waiver of any other provision.

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

19 50. Signatories. It is agreed that because the members of the Class are so numerous,
20 it is impossible or impractical to have each Settlement Class Member or PAGA Employee
21 execute this Settlement Agreement. The Class Notice will advise all Class Members of the
22 binding nature of the Class Settlement as to the Settlement Class Members and the binding nature
23 of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this
24 Settlement Agreement shall have the same force and effect as if this Settlement Agreement were
25 executed by each Settlement Class Member and PAGA Employee.

26 51. Binding on Successors and Assigns. This Settlement Agreement will be binding
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

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

1 California.

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

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

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

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

23 57. Non-Admission of Liability; Conditional Nature of Settlement. This settlement
24 shall not constitute an admission of liability by Released Parties. The Parties' settlement and this
25 agreement are conditioned upon the Court's approval. The Parties enter into this Settlement
26 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense,
27 and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not
28 admit, and specifically denies, it has violated any federal, state, or local law; violated any

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

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

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

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

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

27 62. Notices. All notices, demands, and other communications to be provided
28 concerning the Settlement Agreement shall be in writing and deemed to have been duly given as

1 of the third business day after mailing by First Class U.S. Mail, or the day sent by email or
2 messenger, addressed as follows:

3
4 To Plaintiff and Class Counsel:
5 Arrash T. Fattahi
6 (arrash.fattahi@wilshirelawfirm.com)
7 Arman A. Salehi
8 (arman.salehi@wilshirelawfirm.com)

9
10 **WILSHIRE LAW FIRM**
11 660 S. Figueroa Street, Sky Lobby
12 Los Angeles, California 90017
13 Tel: (213) 784-3830

14
15 To Defendant:
16 Ian B. Wieland
17 (Ian@sw2law.com)
18 David Litman
19 (david@sw2law.com)

20
21 **Sagaser, Watkins & Wieland, P.C.**
22 5260 N. Palm Ave., Suite 400
23 Fresno, California 93301
24 Tel: (559) 421-7000

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

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

IT IS SO AGREED.

Dated: 10/1/2025

PLAINTIFF

By: 

NATASHA WINDOM

Dated: _____

DEFENDANT

By: _____
Saagar Sharma
Chief Operating Officer
SKSS ENTERPRISES INC. DBA THE
UPS STORE

APPROVED AS TO FORM ONLY:

Dated: 10/8/2025

WILSHIRE LAW FIRM

By: 

ARRASH T. FATTAHI, Attorneys for
Plaintiff, NATASHA WINDOM, and
all others similarly situated

Dated: _____

**SAGASER, WATKINS & WIELAND,
PC**

By: _____
DAVID G. LITMAN, Attorneys for
Defendant, SKSS ENTERPRISES INC.
DBA THE UPS STORE

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

IT IS SO AGREED.

PLAINTIFF

Dated: _____

By: _____
NATASHA WINDOM

DEFENDANT

Dated: 10/2/2025

By: 
Saagar Sharma (Oct 2, 2025 22:03:02 PDT)
Saagar Sharma
Chief Operating Officer
SKSS ENTERPRISES INC. DBA THE
UPS STORE

APPROVED AS TO FORM ONLY:

WILSHIRE LAW FIRM

Dated: _____

By: _____
ARRASH T. FATTAHI, Attorneys for
Plaintiff, NATASHA WINDOM, and
all others similarly situated

Dated: 10-9-2025

**SAGASER, WATKINS & WIELAND,
PC**
By: 
DAVID G. LITMAN, Attorneys for
Defendant, SKSS ENTERPRISES INC.
DBA THE UPS STORE

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EXHIBIT A

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

(case name: *Natasha Windom v. SKSS Enterprises Inc. dba The Ups Store*; and Case Number C23-01274)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's 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 lawsuit (“Action”) against SKSS Enterprises Inc. dba The Ups Store (abbreviate name; “Defendant” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by one of Defendant’s employees Natasha Windom (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all hourly, non-exempt employees of Defendant in California during the Class Period (November 29, 2018 through July 3, 2024 ; and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt employees who worked for Defendant during the PAGA Period (June 21, 2022 through July 3, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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 estimated dollar value of a Work Week is <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>.The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) 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 a Class Member 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 a Class Member 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 <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
 2 Notice. The Court has not yet decided whether to grant final approval. The Court has
 3 determined only that there is sufficient evidence to suggest that the proposed settlement
 4 might be fair, adequate, and reasonable, and that any final determination of those issues
 5 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
 6 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
 7 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 Plaintiff and Plaintiff’s attorneys (“Class
 Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to
 make payments under the Settlement and requires Class Members and Aggrieved Employees to
 give up their rights to assert certain claims against Defendant.

8 If you worked for Defendant during the Class Period and/or the PAGA Period, you have
 9 two basic options under the Settlement:

10 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement
 11 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
 12 Participating Class Member, though, you will give up your right to assert Class Period wage
 claims and PAGA Period penalty claims against Defendant.

13 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
 14 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
 15 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
 16 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
 for California labor law violations against Defendant, and, if you are an Aggrieved Employee,
 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
 the proposed Settlement.

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

19 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p>20 You Don’t Have to Do 21 Anything to Participate 22 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 (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>23 You Can Opt-out of the 24 Class Settlement but not 25 the PAGA Settlement 26 The Opt-out Deadline is 27 <<RESPONSE 28 DEADLINE>></p>	<p>If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. 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>

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	<p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases 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. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Work Week / Pay Periods</p> <p>Written Challenges Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks 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 Class Period Work Weeks and number of PAGA Period 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. You can use the enclosed Work Weeks Dispute form for this purpose.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages, failure to issue accurate itemized wage statements, failure to indemnify for business expenses, violation of California business and professions code, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2699 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm (“Class Counsel.”)

1 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
2 with all applicable laws.

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

4 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendant hired a retired judge who is an experienced
6 mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle
7 the case) rather than continuing the expensive and time-consuming process of litigation. The
8 negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”)
9 and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the
10 Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the
11 Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed
12 claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of
13 any claims.

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

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

21 A. Gross Settlement Amount. Defendant will Pay \$250,000.00 as the Gross
22 Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement
23 into an account controlled by the Administrator of the Settlement. The Administrator will use the
24 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
25 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
26 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
27 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will
28 fund the Gross Settlement not more than 30 days after the Effective Date. The Judgment will be
final on the date the Court enters Judgment, or a later date if Participating Class Members object
to the proposed Settlement or the Judgment is appealed.

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

1. Attorneys’ Fees and Costs. Up to \$83,333.33 (one-third of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

1 2. Class Representative Service Award. Up to \$10,000.00 as a Class
2 Representative Service Award for filing the Action, working with Class Counsel and representing
3 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
4 other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

5 3. Administrator Costs. Up to \$5,000.00 to the Administrator for services
6 administering the Settlement.

7 4. PAGA Penalties. Up to \$10,000.00 for PAGA Penalties, allocated 75% to
8 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
9 based on their PAGA Period Pay Periods.

10 A. Participating Class Members have the right to object to any of these
11 deductions. The Court will consider all objections.

12 B. Defendant has represented that from November 29, 2018, to April 4, 2024
13 (date of mediation) 110 class members who worked 7,711 Workweeks. If it is determined by the
14 Settlement Administrator that the ultimate number of Workweeks (in the Class Period) worked
15 by the Class Members during the Class Period actually exceeds 7,711 by more than 10% (i.e. 771
16 Workweeks more than 7,711 [8,482 Workweeks]), the Gross Settlement will increase pro rata per
17 additional workweek above 8,482. If the Pro Rata Increase Threshold is triggered, Defendant shall
18 have the exclusive right to either choose to: (1) cut off the end date for the Class Period as of the
19 date on which the number of workweeks reaches 7,711, or (2) increase the Gross Settlement on a
20 proportional basis equal to the percentage increase in number of workweeks worked by the Class
21 Members above the 10% (i.e., if there was an 11% increase in the number workweeks during the
22 Class Period, Defendant would agree to increase the Gross Settlement by 1%).

23 C. Net Settlement Distributed to Class Members (“NSA”). Attorneys’ fees, costs,
24 class representative enhancement award, PAGA Payment, and settlement administration costs
25 will be deducted from the GSA to calculate the Net Settlement Amount (“NSA”) to be distributed
26 to the Class Members.

27 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
28 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
29 (“Wage Portion”) and 90.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
30 is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
31 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
32 as penalties rather than wages for tax purposes. The Administrator will report the Individual
33 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
34 Forms.

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

1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Individual Class Payments and Individual PAGA Payments will show the date when the check
3 expires (the void date). If you don't cash your check by the void date, your check will be
4 automatically cancelled, and the monies will be deposited with the California Controller's
5 Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

6 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
7 should consult the rules of the Fund for instructions on how to retrieve your money. You can
8 contact the Unclaimed Property Fund at (800) 992-4647.

9 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
10 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
11 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
12 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
13 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
14 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
15 Member's name, present address, telephone number, and a simple statement electing to be
16 excluded from the Settlement. You may use the enclosed Election Not To Participate In
17 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
18 Members) will not receive Individual Class Payments, but will preserve their rights to personally
19 pursue claims against Defendant for violations of California's labor laws.

20 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
21 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
22 Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
23 the Aggrieved Employees.

24 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
25 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
26 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
27 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
28 pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, APEX Class Action
Administrators (the "Administrator") to send this Notice, calculate and make payments, and
process Class Members' Requests for Exclusion. The Administrator will also decide Class
Member Challenges over Work Weeks, 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.

I. Participating Class Members' Release. After the Judgment is final and Defendant
has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or

1 its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
2 penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

3 The Participating Class Members will be bound by the following release:

4 All Participating Class Members, on behalf of themselves and their respective
5 former and present representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns, release Released Parties from all claims stated in the
7 Operative Complaint and those based solely upon the facts alleged in the Operative
8 Complaint. Except as set forth in Section 7(o) and 7(p) of the Settlement
9 Agreement, Participating Class Members do not release any other claims,
including claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social
security, workers' compensation, or claims based on facts occurring outside the
Class Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
12 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA.

13 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

14 A. Individual Class Payments. The Administrator will calculate Individual Class
15 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
16 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

17 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
18 Payments by (a) dividing \$0.00 by the total number of PAGA Pay Periods worked by all
19 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

20 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
21 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
22 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
23 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
24 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

25 You need to support your challenge by submitting copies of pay stubs or other records.
26 The Administrator will accept Defendant's calculation of Work Weeks and/or Pay Periods based
27 on Defendant's records as accurate unless you send copies of records containing contrary
28 information. You should send copies rather than originals because the documents will not be
returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based

1 on your submission and on input from Class Counsel (who will advocate on behalf of
2 Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final.
You can’t appeal or otherwise challenge its final decision.

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

4 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
5 check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out)
6 including those who also qualify as Aggrieved Employees. The single check will combine the
Individual Class Payment and the Individual PAGA Payment.

7 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
8 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
9 Settlement (i.e., every Non-Participating Class Member).

10 **Your check will be sent to the same address as this Notice. If you change your
11 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
the Administrator’s contact information.**

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

13 Email, fax, or mail a written and signed letter with your name, present address, telephone
14 number, and a simple statement that you do not want to participate in the Settlement. You may
15 use the enclosed Election Not To Participate In Settlement form for this purpose. The
16 Administrator will exclude you based on any writing communicating your request be excluded.
17 Be sure to personally sign your request, identify the Action as *Natasha Windom vs. SKSS*
18 *Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and include your identifying
19 information (full name, address, telephone number, approximate dates of employment, and social
20 security number for verification purposes). You must make the request yourself. If someone else
makes the request for you, it will not be valid. You should send your Request for Exclusion to the
Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent
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.

21 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

22 Only Participating Class Members have the right to object to the Settlement. Before deciding
23 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
24 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
25 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
26 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
27 stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and
28 (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable
request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you
copies of these documents at no cost to you. You can also view them and the Settlement

1 Agreement on the Administrator’s Website <<ADMINISTRATOR WEBSITE>> or the Court’s
2 website <<COURT WEBSITE>>.

3 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
4 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
5 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
6 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
7 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
8 object to, why you object, and any facts that support your objection. Make sure you identify the
9 Action, *Natasha Windom vs. SKSS Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and
10 include your name, current address, telephone number, and approximate dates of employment for
11 Defendant and sign the objection. Section 9 of this Notice has the Administrator’s contact
12 information. You may use the enclosed Objection form for this purpose. You should send your
13 objection to the Administrator by email, fax, or send by regular U.S. mail.

14 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
15 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
16 to tell the Court what you object to, why you object, and any facts that support your objection.
17 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
18 Hearing.

19 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

20 You can, but don’t have to, attend the Final Approval Hearing on <<FINAL APPROVAL
21 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 12 of the Costa
22 Costa Superior Court, located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge
23 will decide whether to grant Final Approval of the Settlement and how much of the Gross
24 Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite
25 comment from objectors, Class Counsel and Defense Counsel before making a decision. You can
26 attend (or hire a lawyer to attend) either personally or virtually by
27 <<CourtConnect/CourtCall/MicrosoftTeams>>
28 (<<https://www.<<CourtVirtualAppearanceLink>>>>. 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 Plaintiff 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 or send an email to Class Counsel or the Administrator
using the contact information listed below, or consult the Superior Court website by going to
(<http://www.<<COURT’S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case

1 No. C23-01274. You can also make an appointment to personally review court documents in the
2 Clerk’s Office at the Contra Costa Courthouse by calling <<CLERK OF COURT’S PHONE
NUMBER>>.

3 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
4 **ABOUT THE SETTLEMENT.**

5 Class Counsel:

6 Name of Attorneys: Arrash T. Fattahi
Arman A. Salehi
7 Email Address: arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com
8 Name of Firm: Wilshire Law Firm
9 Mailing Address: 3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
10 Telephone: (213) 784-3830

11 Administrator:

12 Name of Company: APEX Class Action Administrators
13 Email Address: _____
14 Mailing Address: _____
15 Telephone: _____
Fax Number: _____

16 Counsel for Defendant:

17 Name of Attorneys: Ian B. Wieland David G. Litman
18 Email Address: ian@sw2law.com david@swlaw.com
Sagaser, Watkins & Wieland PC
19 Mailing Address: 5260 N. Palm Ave., Suite 400
Fresno, CA 93704
20 Telephone: (559) 421-7000

21 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

22
23 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
24 as long as you request a replacement before the void date on the face of the original check. If
your check is already void, you will have no way to recover the money.

25 **11. WHAT IF I CHANGE MY ADDRESS?**

26 To receive your check, you should immediately notify the Administrator if you move or otherwise
27 change your mailing address.
28