



1 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

2           5.       On February 24, 2025, Plaintiff Nguyen filed a Class Action Complaint for Damages  
3 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in  
4 the action entitled *Van Anne Nguyen v. L.N. Curtis and Sons*, Sacramento County Superior Court Case  
5 No. 25CV004524 (“Nguyen Action”), thereby commencing a putative class and PAGA action against  
6 Defendant.

7           6.       The Parties agree to file a First Amended Class and Representative Action Complaint  
8 (“Operative Complaint”) in the Action, which will add Plaintiff Nguyen as well as the class and PAGA  
9 claims alleged in the Nguyen Action and Pereira PAGA Action. The Operative Complaint alleges  
10 eleven (11) causes of action for violations of the California Labor Code for failure to pay minimum  
11 wages, failure to pay overtime wages, failure to provide compliant meal periods and premium  
12 payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu  
13 thereof, failure to timely pay wages during employment, failure to provide compliant wage statements,  
14 failure to timely pay wages upon termination, failure to keep requisite payroll records, and failure to  
15 reimburse necessary business expenses, for violations of California Business & Professions Code  
16 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil  
17 penalties under PAGA based on the aforementioned California Labor Code violations.

18           7.       Within five (5) business days after the Court grants preliminary approval and the  
19 Operative Complaint is filed in the Action to include Plaintiff Nguyen’s claims, Plaintiff Nguyen shall  
20 file a request with the court in Sacramento County to dismiss the Nguyen Action without prejudice  
21 and shall take all necessary steps to complete that dismissal without prejudice.

22           8.       Defendant denies all material allegations set forth in the Action, Pereira PAGA Action,  
23 and Nguyen Action (collectively, “Actions”) and has asserted numerous affirmative defenses.  
24 Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally  
25 settle the Actions, Released Class Claims (as defined herein), and Released PAGA Claims (as defined  
26 herein).

27           9.       Class Counsel diligently investigated the Class and PAGA claims against Defendant,  
28 including any and all applicable defenses and the applicable law. The investigation included, *inter*

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

4 10. On August 6, 2025, the Parties participated in mediation with Brandon McKelvey, Esq.  
5 (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of  
6 the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
7 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
8 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
9 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class  
10 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
11 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
12 Members, State of California, and PAGA Employees in light of all known facts and circumstances,  
13 including the risk of significant delay and uncertainty associated with litigation and various defenses  
14 asserted by Defendant.

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

## 20 **DEFINITIONS**

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

23 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for  
24 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and  
25 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 15.

26 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or  
27 non-exempt employees who worked for Defendant in the State of California at any time during the  
28 Class Period.

1 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,  
2 Alexandra Rose, Jared C. Osborne, and James S. Winn Jr. of Blackstone Law, APC, and Arby  
3 Aiwazian, Tara Zabehi, and Stephen J. Wilson of Lawyers *for* Justice, PC who will seek to be  
4 appointed counsel for the Class.

5 d. “Class List” means a complete list of all Class Members that Defendant will  
6 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
7 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
8 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security  
9 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is  
10 necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

11 e. “Class Notice” means the Notice of Class Action Settlement, substantially in  
12 the form attached hereto as “**Exhibit A**.”

13 f. “Class Period” means the period from December 2, 2020 through October 5,  
14 2025.

15 g. “Class Settlement” means the settlement and resolution of all Released Class  
16 Claims.

17 h. “Court” means the Superior Court of the State of California for the County of  
18 Alameda.

19 i. “Defendant’s Counsel” means Michael S. Ward and Melanie Y. Kim of  
20 Donahue Fitzgerald LLP.

21 j. “Dispute” means a letter submitted by a Class Member disputing the number of  
22 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case  
23 name and number of the Action; (b) contain the Class Member’s full name, signature, address,  
24 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)  
25 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to  
26 the Class Member and what the Class Member contends is the correct number; and (d) be returned by  
27 mail to the Settlement Administrator at the specified address, postmarked on or before the Response  
28 Deadline.

1 k. “Effective Date” means the following: (i) if no Settlement Class Member  
2 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if  
3 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first  
4 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or  
5 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final  
6 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting  
7 in final judicial approval of the Settlement.

8 l. “Employer Taxes” means the employer’s share of taxes and contributions in  
9 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
10 in addition to the Gross Settlement Amount.

11 m. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in  
12 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA  
13 Employees, and general release of claims, as set forth in Paragraph 16.

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

16 o. “Final Approval Hearing” means the hearing at which the Court will consider  
17 and determine whether the Settlement should be granted Final Approval.

18 p. “Final Approval Order and Judgment” means the order granting final approval  
19 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
20 Parties, and subject to approval by the Court.

21 q. “Gross Settlement Amount” means the amount of Nine Hundred Seventy-Four  
22 Thousand Dollars and Zero Cents (\$974,000.00) to be paid by Defendant in full satisfaction of the  
23 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and  
24 Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement  
25 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes  
26 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-  
27 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
28 Settlement Amount is subject to increase, as provided in Paragraph 19.

1           r.       “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
2 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
3 calculated in accordance with Paragraph 21.

4           s.       “Individual Settlement Payment” means the net payment of each Settlement  
5 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
6 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
7 Paragraph 22.

8           t.       “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
9 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
10 in accordance with Paragraph 22.

11          u.       “LWDA Payment” means the amount of Thirty-Two Thousand Five Hundred  
12 Dollars and Zero Cents (\$32,500.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to  
13 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 17.

14          v.       “Net Settlement Amount” means the portion of the Gross Settlement Amount  
15 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
16 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and  
17 Settlement Administration Costs.

18          w.       “Notice of Objection” means a Settlement Class Member’s written objection to  
19 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
20 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s  
21 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
22 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
23 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
24 specified address, postmarked on or before the Response Deadline.

25          x.       “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero  
26 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent  
27 (65%) of the PAGA Amount, or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment)  
28 and the remaining thirty-five percent (35%), or \$17,500.00, will be distributed to the PAGA

1 Employees (i.e., the PAGA Employee Amount).

2 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-  
3 exempt employees who worked for Defendant in the State of California at any time during the PAGA  
4 Period.

5 z. “PAGA Employee Amount” means the amount of Seventeen Thousand Five  
6 Hundred Dollars and Zero Cents (\$17,500.00), i.e., 35% of the PAGA Amount, to be distributed to  
7 PAGA Employees on a *pro rata* basis based on their Pay Periods.

8 aa. “PAGA Period” means the period from November 26, 2023 through October 5,  
9 2025.

10 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
11 Claims.

12 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked  
13 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.  
14 Pay Periods will be calculated by the Settlement Administrator.

15 dd. “Preliminary Approval” means the date on which the Court enters the  
16 Preliminary Approval Order.

17 ee. “Preliminary Approval Order” means the order granting preliminary approval  
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
19 the Court.

20 ff. “Released Class Claims” means any and all claims which were alleged or which  
21 could have been reasonably alleged based on the factual allegations in the Operative Complaint,  
22 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure  
23 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
24 payments, timely pay wages during employment and upon termination, provide accurate wage  
25 statements, keep requisite payroll records, and reimburse necessary business-related expenses in  
26 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),  
27 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission  
28 Wage Order, and California Business and Professions Code sections 17200, *et seq.*

1 gg. “Released PAGA Claims” means any and all claims arising from any of the  
2 factual allegations in the PAGA Letters, arising during the PAGA Period, for civil penalties under the  
3 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall  
4 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages,  
5 provide compliant meal and rest periods and associated premium payments, timely pay wages during  
6 employment and upon termination, provide compliant wage statements, keep requisite payroll records,  
7 and reimburse necessary business-related expenses in violation of California Labor Code Sections  
8 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and  
9 2802, and the applicable Industrial Welfare Commission Wage Order.

10 hh. “Released Parties” means Defendant and its current and former officers,  
11 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and  
12 assigns.

13 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating  
14 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
15 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and  
16 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
17 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
18 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

19 jj. “Response Deadline” means the deadline by which Class Members must submit  
20 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)  
21 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class  
22 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response  
23 Deadline will be extended to the next day on which the United States Postal service is open. The  
24 Response Deadline may also be extended by express agreement between Class Counsel and  
25 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
26 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
27 Response Deadline.

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1 kk. "Settlement Administrator" means Apex Class Action LLC, or any other third-  
2 party class action settlement administrator agreed to by the Parties and approved by the Court for  
3 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
4 not have any financial interest in the Settlement Administrator or otherwise have a relationship with  
5 the Settlement Administrator that could create a conflict of interest.

6 ll. "Settlement Administration Costs" means the costs payable from the Gross  
7 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
8 Paragraph 18.

9 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
10 who do not submit a timely and valid Request for Exclusion.

11 nn. "Workweeks" means the number of weeks each Class Member worked for  
12 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.  
13 Workweeks will be calculated by the Settlement Administrator.

14 **CLASS CERTIFICATION**

15 13. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
16 Class.

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

23 **TERMS OF THE AGREEMENT**

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

26 15. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
27 or motion by Class Counsel for attorneys' fees in the amount up to forty percent (40%) of the Gross  
28 Settlement Amount (i.e., \$389,600.00 if the Gross Settlement Amount is \$974,000.00) and

1 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement  
2 of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both  
3 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work  
4 performed and any and all costs incurred by Class Counsel in connection with the litigation of the  
5 Actions, including without limitation all work performed and costs incurred to date, and all work to  
6 be performed and all costs to be incurred in connection with obtaining the Court’s approval of this  
7 Settlement Agreement, including any objections raised and any appeals necessitated by those  
8 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
9 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
10 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees and Costs. Any  
11 portion of the requested Attorneys’ Fees and Costs that is not awarded by the Court to Class Counsel  
12 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13       16.    Enhancement Payments. Defendant agrees not to oppose or impede any application or  
14 motion by Plaintiffs for Enhancement Payments in the amounts up to Seven Thousand Five Hundred  
15 Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00). The Enhancement Payments, which will  
16 be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their  
17 Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as  
18 PAGA Employees. Plaintiffs shall be solely and legally responsible for correctly characterizing this  
19 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
20 Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion  
21 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be  
22 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

23       17.    PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
24 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement  
25 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section  
26 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$32,500.00, will be paid  
27 to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$17,500.00, will be  
28 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the

1 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the  
2 Individual PAGA Payments).

3 18. Settlement Administration Costs. The Settlement Administrator will be paid for the  
4 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
5 which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These  
6 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
7 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices  
8 and other documents for the Settlement, calculating and distributing payments due under the  
9 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,  
10 and remittances, providing necessary reports and declarations, and other duties and responsibilities set  
11 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
12 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
13 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
14 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
15 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
16 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
17 Settlement Class Members.

18 19. Escalator Clause. Defendant has represented that the Class Members worked a total of  
19 17,692 workweeks during the period December 2, 2020 through August 6, 2025. If it is determined  
20 by the Settlement Administrator that the total number of Workweeks worked by the Class Members  
21 during the Class Period actually exceeds 17,692 by more than 10% (i.e., if the Workweeks exceed  
22 19,461), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the  
23 percentage increase in the number of Workweeks worked by the Class Members above 10%. For  
24 example, if the number of Workweeks increases by 11% to 19,638 Workweeks, then the Gross  
25 Settlement Amount will increase by 1%.

26 20. Individual Settlement Share Calculations. Individual Settlement Shares will be  
27 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
28 Workweeks, as follows:

1 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be  
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net  
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
9 Value to yield each Settlement Class Member’s final Individual Settlement Share.

10 21. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
11 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’  
12 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
13 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the  
14 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period  
15 Value to yield each PAGA Employee’s Individual PAGA Payment.

16 22. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
17 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
18 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
19 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
20 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
21 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages  
22 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
23 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
24 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
25 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
26 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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1           23.   Administration of Taxes by the Settlement Administrator. The Settlement  
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA  
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
6 taxes and other legally required withholdings to the appropriate government authorities.

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

17           25.   Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
18 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
20 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

1 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
4 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
8 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
10 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
11 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

22 27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
23 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of  
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement  
25 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
26 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
27 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
28 Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval

1 Order seeking the following:

- 2 a. Conditionally certifying the Class for settlement purposes only;
- 3 b. Granting Preliminary Approval of the Settlement;
- 4 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 5 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 6 e. Approving as to form and content, the mutually-agreed upon and proposed

7 Class Notice and directing its mailing by First Class U.S. Mail;

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

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

12 28. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
13 Class Counsel shall notify the LWDA of the Settlement.

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

16 30. Notice by First-Class U.S. Mail.

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

24 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
25 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
26 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
27 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
28 attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
2 calendar days.

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

7 31. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
8 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
9 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute  
12 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data  
13 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class  
14 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
15 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
16 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
17 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
18 the disputing Class Member should be credited with under the Settlement. The Settlement  
19 Administrator's decision on such disputes will be final and non-appealable.

20 32. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
21 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
24 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
25 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
26 submitted, and also identify the individuals who have submitted a timely and valid Request for  
27 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
28 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

1 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
2 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
3 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
4 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
5 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
6 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
7 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
8 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be issued  
9 their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

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

22 34. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
26 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
27 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
28 Agreement as needed or requested, and immediately notify the Parties when it receives a request from

1 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
2 Dispute.

3 35. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
4 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
5 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
6 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the  
7 number of Class Members who have submitted timely and valid Requests for Exclusion following the  
8 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
9 administration owed to the Settlement Administrator incurred up to that date.

10 36. Certification of Completion. Upon completion of administration of the Settlement, the  
11 Settlement Administrator will provide a written declaration under oath to certify such completion to  
12 the Court and counsel for all Parties.

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

23 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
24 consummation of its terms and provisions;

25 b. Certification of the Settlement Class;

26 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

27 d. Approval of the application for Enhancement Payments to Plaintiffs;

28 ///

1 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
2 and ordered by the Court; and

3 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 38. Funding of the Gross Settlement Amount. No later than five (5) business days after  
6 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
7 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
8 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
9 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
10 unemployment insurance tax ID number, and other information requested by the Settlement  
11 Administrator, no later than five (5) business days after the Effective Date.

12 39. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
13 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
14 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
15 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to  
16 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also  
17 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholdings,  
18 and timely forward these to the appropriate government authorities.

19 40. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
20 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
21 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
22 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
23 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
24 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
25 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
26 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
27 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
28 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
associated with such canceled checks shall be distributed by the Settlement Administrator to Legal

1 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure  
2 Section 384. The Parties and their counsel each represent that they do not have any financial interest  
3 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of  
4 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and  
5 reporting required under applicable local, state, and federal tax laws that are necessitated due to the  
6 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the  
7 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts  
8 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or  
9 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be  
10 transmitted to Legal Aid at Work

11 41. Class Settlement Release. Upon the Effective Date and full funding of the Gross  
12 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,  
13 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
14 Released Class Claims.

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

19 43. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross  
20 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,  
21 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
22 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'  
23 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
24 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment  
25 and/or separation of employment with Defendant, which Plaintiffs, at any time up until the execution  
26 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general  
27 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the  
28 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released

1 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the  
2 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil  
3 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as  
4 follows:

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

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

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

21 46. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
22 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

20 49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
21 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
22 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
23 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
24 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
25 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure  
26 Section 1856(a), which provide that a written agreement is to be construed according to its terms and  
27 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
28 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement  
Agreement.

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

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

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

21           53.    Signatories. The Class Notice will advise all Class Members of the binding nature of  
22 the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA  
23 Settlement as to the State of California with respect to the PAGA Employees, and the releases provided  
24 for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement  
25 were executed by each Settlement Class Member and the State of California.

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

28           55.    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 California.

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

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

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

18           59.   Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
19 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate  
20 to implement the Settlement.

21           60.   Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
22 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
23 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
24 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
25 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
26 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
27 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
28 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be

1 construed as an admission or concession by Defendant of any such violations or failures to comply  
2 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
3 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
4 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
5 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
6 federal, state, local, or other applicable law.

7 61. Captions. The captions and paragraph numbers in this Settlement Agreement are  
8 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
9 intent of the provisions of this Settlement Agreement.

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

16 63. Representation By Counsel. The Parties acknowledge that they have been represented  
17 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
18 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
19 reviewed in full.

20 64. All Terms Subject to Final Court Approval. All amounts and procedures described in  
21 this Settlement Agreement herein will be subject to final Court approval.

22 65. Notices. All notices, demands, and other communications to be provided concerning  
23 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third  
24 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed  
25 as follows:

26 To Plaintiffs and Class Counsel:  
27 Jonathan M. Genish  
jgenish@blackstonepc.com  
28 Miriam L. Schimmel  
mschimmel@blackstonepc.com

1 Joana Fang  
2 jfang@blackstonepc.com  
3 Alexandra Rose  
4 arose@blackstonepc.com  
5 Jared C. Osborne  
6 josborne@blackstonepc.com  
7 James S. Winn Jr.  
8 jwinn@blackstonepc.com  
9 **BLACKSTONE LAW, APC**  
10 8383 Wilshire Boulevard, Suite 745  
11 Beverly Hills, California 90211

12 Arby Aiwazian  
13 arby@calljustice.com  
14 Tara Zabehi  
15 tara@calljustice.com  
16 Stephen J. Wilson  
17 stephen@calljustice.com  
18 **LAWYERS for JUSTICE, PC**  
19 450 North Brand Blvd., Suite 900  
20 Glendale, California 91203

21 To Defendant:  
22 Michael S. Ward  
23 mward@donahue.com  
24 Melanie Y. Kim  
25 mkim@donahue.com  
26 **DONAHUE FITZGERALD LLP**  
27 1999 Harrison Street, 26th Floor  
28 Oakland, California 94612

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the 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.

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

**IT IS SO AGREED.**

**PLAINTIFF DANIEL PEREIRA**

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Dated: 11/25/2025

*Daniel Pereira*

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Plaintiff Daniel Pereira

**PLAINTIFF VAN ANNE NGUYEN**

Dated: \_\_\_\_\_

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Plaintiff Van Anne Nguyen

**DEFENDANT L.N. CURTIS AND SONS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Defendant L.N. Curtis and Sons

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**



\_\_\_\_\_  
Alexandra Rose

*Attorneys for Plaintiff Daniel Pereira  
and Proposed Class Counsel*

**LAWYERS for JUSTICE, PC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tara Zabehi

Stephen W. Wilson  
*Attorneys for Plaintiff Van Anne Nguyen  
and Proposed Class Counsel*

**DONAHUE FITZGERALD LLP**



\_\_\_\_\_  
Michael S. Ward

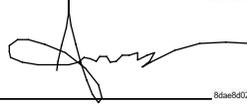
Melanie Y. Kim  
*Attorneys for Defendant L.N. Curtis and Sons*

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Plaintiff Daniel Pereira

**PLAINTIFF VAN ANNE NGUYEN**

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Dated: 11/17/2025  
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Plaintiff Van Anne Nguyen

**DEFENDANT L.N. CURTIS AND SONS**

Dated: \_\_\_\_\_

\_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Defendant L.N. Curtis and Sons

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alexandra Rose

*Attorneys for Plaintiff Daniel Pereira  
and Proposed Class Counsel*

**LAWYERS for JUSTICE, PC**

Dated: November 17, 2025  
\_\_\_\_\_

  
\_\_\_\_\_  
Ryan Slinger

Stephen W. Wilson  
*Attorneys for Plaintiff Van Anne Nguyen  
and Proposed Class Counsel*

**DONAHUE FITZGERALD LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael S. Ward

Melanie Y. Kim  
*Attorneys for Defendant L.N. Curtis and Sons*

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Dated: \_\_\_\_\_

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Plaintiff Daniel Pereira

**PLAINTIFF VAN ANNE NGUYEN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Van Anne Nguyen

**DEFENDANT L.N. CURTIS AND SONS**

DocuSigned by:  
*Paul Curtis*  
\_\_\_\_\_  
CB01437A30B2412...

Dated: December 3, 2025

Full Name: Paul Curtis

Title: President

On behalf of Defendant L.N. Curtis and Sons

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alexandra Rose  
*Attorneys for Plaintiff Daniel Pereira  
and Proposed Class Counsel*

**LAWYERS *for* JUSTICE, PC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tara Zabehi  
Stephen W. Wilson  
*Attorneys for Plaintiff Van Anne Nguyen  
and Proposed Class Counsel*

**DONAHUE FITZGERALD LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael S. Ward  
Melanie Y. Kim  
*Attorneys for Defendant L.N. Curtis and Sons*

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Daniel Pereira; Van Anne Nguyen v. L.N. Curtis and Sons*  
Superior Court of California for the County of Alameda, Case No. 24CV101859

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

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

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

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

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Daniel Pereira ("Plaintiff Pereira") and Van Anne Nguyen ("Plaintiff Nguyen") (together, "Plaintiffs") and Defendant L.N. Curtis and Sons ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from December 2, 2020 through October 5, 2025.

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

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 26, 2023 through October 5, 2025.

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

### **II. BACKGROUND OF THE ACTION**

On November 26, 2024, Plaintiff Pereira provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated ("Pereira PAGA Letter"). On December 2, 2024, Plaintiff Pereira commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On December 12, 2024, Plaintiff Nguyen provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to have been violated ("Nguyen PAGA Letter") (together, the "Pereira PAGA Letter and Nguyen PAGA Letter are referred to as the "PAGA Letters"). On February 24, 2025, Plaintiff Nguyen filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the action entitled *Van Anne Nguyen v. L.N. Curtis and Sons*, Sacramento County Superior Court Case No. 25CV004524, thereby commencing a putative class and PAGA action against Defendant. On [redacted], Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200,

*et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

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

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

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
James S. Winn Jr.  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

Arby Aiwazian  
Tara Zabehi  
Stephen W. Wilson  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

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

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

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

#### **A. Settlement Formula**

The total gross settlement amount is Nine Hundred Seventy-Four Thousand Dollars and Zero Cents (\$974,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed forty percent (40%) of the Gross Settlement Amount (i.e., \$389,600.00), and reimbursement of litigation costs and expenses, in an amount

not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) to Plaintiffs for their services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

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

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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

According to Defendant’s records:

- **From December 2, 2020 through October 5, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From November 26, 2023 through October 5, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Pereira, et al. v. L.N. Curtis and Sons*, Case No. 24CV101859); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

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

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

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

**D. Release of Claims**

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

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

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

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

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed forty percent (40%) of the Gross Settlement Amount (i.e., \$389,600.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) (“Enhancement Payment(s)”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

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

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

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

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

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

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

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

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

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Pereira, et al. v. L.N. Curtis and Sons*, Case No. 24CV101859); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

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

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

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Pereira, et al. v. L.N. Curtis and Sons*, Case No. 24CV101859); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

### **VI. ADDITIONAL INFORMATION**

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

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the “Searches” tab at the top of the page, then select the Document Downloads link, enter the case number (24CV101859) and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

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

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