

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendant denies all material allegations set forth in the Action and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On September 25, 2024, the Parties participated in mediation with Brandon McKelvey,
13 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, which did not result
14 in a settlement at that time. After continued negotiations, and with the assistance of the Mediator’s
15 evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement
16 discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed
17 analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated
18 with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel
19 believes that the settlement with Defendant for the consideration and on the terms set forth in this
20 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members,
21 State of California, and PAGA Employees in light of all known facts and circumstances, including the
22 risk of significant delay and uncertainty associated with litigation and various defenses asserted by
23 Defendant.

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

DEFINITIONS

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

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "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.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed counsel for the Class. Class Counsel represents that at the time of execution of this Settlement Agreement and to the best of their knowledge, Class Counsel is not aware of other counsel that has been involved in or has any claim for fees or costs associated with the Action or has represented other plaintiffs in connection with the Action or any other contemplated action against Defendant concerning the subject matter of the Action other than the case entitled *Robert Zakarian v. Renovo Solutions, LLC*, Orange County Superior Court Case No. 30-2024-01371901-CU-OE-CXC.

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

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

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1 f. "Class Period" means the period from November 6, 2019 through January 7,
2 2025.

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

5 h. "Court" means the Superior Court of the State of California for the County of
6 Los Angeles.

7 i. "Defendant's Counsel" means Ellen M. Bronchetti and Priya E. Singh of
8 Greenberg Traurig, LLP.

9 j. "Dispute" means a letter submitted by a Class Member disputing the number of
10 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
11 name and number of the Action; (b) contain the Class Member's full name, signature, address,
12 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
13 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
14 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
15 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
16 Deadline.

17 k. "Effective Date" means the following: (i) if no Settlement Class Member
18 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
19 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
20 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
21 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
22 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
23 in final judicial approval of the Settlement.

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

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1 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
2 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
3 Employees, and general release of claims, as set forth in Paragraph 13.

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

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

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

11 q. “Gross Settlement Amount” means the amount of Four Hundred Thirty-Five
12 Thousand Dollars and Zero Cents (\$435,000.00) to be paid by Defendant in full satisfaction of the
13 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
14 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
15 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
16 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
17 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
18 Settlement Amount is subject to increase, as provided in Paragraph 16.

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

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

26 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 in accordance with Paragraph 17.

1 u. “LWDA Payment” means the amount of Sixteen Thousand Five Hundred
2 Dollars and Zero Cents (\$16,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
3 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

4 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
7 Settlement Administration Costs.

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

15 x. “PAGA Amount” means the allocation of Twenty-Two Thousand Dollars and
16 Zero Cents (\$22,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
17 percent (75%) of the PAGA Amount, or \$16,500.00, will be paid to the LWDA (i.e., the LWDA
18 Payment) and the remaining twenty-five percent (25%), or \$5,500.00, will be distributed to the PAGA
19 Employees (i.e., the PAGA Employee Amount).

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

23 z. “PAGA Employee Amount” means the amount of Five Thousand Five Hundred
24 Dollars and Zero Cents (\$5,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
25 Employees on a *pro rata* basis based on their Pay Periods.

26 aa. “PAGA Period” means the period from September 29, 2022 through January 7,
27 2025.

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1 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
2 Claims.

3 cc. “Pay Periods” means the number of pay periods each PAGA Employee
4 performed work for Defendant as an hourly-paid and/or non-exempt employee in California during
5 the PAGA Period. Pay Periods will be determined by the Settlement Administrator based on the Class
6 List.

7 dd. “Preliminary Approval” means the date on which the Court enters the
8 Preliminary Approval Order.

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

12 ff. “Released Class Claims” means any and all claims, causes of action, and factual
13 or legal theories which were alleged or which could have been reasonably alleged on behalf of all
14 Class Members in the Action based on the factual allegations and legal theories as stated in the
15 Operative Complaint, arising during the Class Period, which shall specifically include claims for
16 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
17 periods and associated premium payments, timely pay wages during employment and upon
18 termination, provide accurate wage statements, and reimburse necessary business-related expenses in
19 violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510,
20 512, 558 (pertaining to unpaid wages), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the
21 applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions
22 Code sections 17200, *et seq.*

23 gg. “Released PAGA Claims” means any and all claims arising from any of the
24 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
25 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
26 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime
27 and minimum wages, provide compliant meal and rest periods and associated premium payments,
28 timely pay wages during employment and upon termination, provide compliant wage statements,

1 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
2 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
3 558 (pertaining to civil penalties), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699 et seq.,
4 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

5 hh. “Released Parties” means Defendant and its current and present directors,
6 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
7 parents, subsidiaries, and affiliates, and each of their supervisory/managerial employees, managing
8 agents, shareholders, representatives, administrators, fiduciaries, trustees, members, directors,
9 officers, present and former owners, investors, partners, and/or parents.

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

16 jj. “Response Deadline” means the deadline by which Class Members must submit
17 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
18 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
19 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
20 Deadline will be extended to the next day on which the United States Postal service is open. The
21 Response Deadline may also be extended by express agreement between Class Counsel and
22 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
23 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
24 Response Deadline.

25 kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-
26 party class action settlement administrator agreed to by the Parties and approved by the Court for
27 purposes of administering the Settlement. The Parties and their counsel each represent that they do
28 not have any financial interest in the Settlement Administrator or otherwise have a relationship with

1 the Settlement Administrator that could create a conflict of interest.

2 ll. "Settlement Administration Costs" means the costs payable from the Gross
3 Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in
4 Paragraph 15.

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

7 nn. "Workweeks" means the number of weeks each Class Member performed work
8 for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.
9 Workweeks will be determined by the Settlement Administrator based on the Class List.

10 **CLASS CERTIFICATION**

11 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
12 Class.

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

19 **TERMS OF THE AGREEMENT**

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

22 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
23 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
24 Settlement Amount (i.e., \$145,000.00 if the Gross Settlement Amount is \$435,000.00) and
25 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
26 of the Action, in an amount not to exceed Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00),
27 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
28 work performed and any and all costs incurred by Class Counsel in connection with the litigation of

1 the Action, including without limitation all work performed and costs incurred to date, and all work
2 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
3 Settlement Agreement, including any objections raised and any appeals necessitated by those
4 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
5 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
6 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
7 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
8 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

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

19 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
20 Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00) shall be allocated from the Gross
21 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
22 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$16,500.00,
23 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$5,500.00,
24 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based
25 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,
26 the Individual PAGA Payments).

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

16 16. Escalator Clause. Defendant has represented that the Class Members worked a total of
17 17,160 Workweeks during the Class Period. If it is determined by the Settlement Administrator that
18 the total number of Workweeks worked by the Class Members during the Class Period actually
19 exceeds by more than 10% (i.e., if the Workweeks exceed 18,876), then the Gross Settlement Amount
20 will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks.
21 For example, if the number of Workweeks increases by 11% to 19,048 Workweeks, then the Gross
22 Settlement Amount will increase by 1%.

23 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
24 calculated and apportioned from the Net Settlement Amount based on the Class Members’ number of
25 Workweeks worked, as follows:

26 a. After Preliminary Approval, the Settlement Administrator will divide the Net
27 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
28 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value

1 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
2 entitled to receive under the Class Settlement.

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

7 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
8 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
9 number of Pay Periods worked, as follows: The Settlement Administrator will divide the PAGA
10 Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to
11 yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay
12 Period Value to yield each PAGA Employee's Individual PAGA Payment. Regardless of their status
13 as a Settlement Class Member (including those for whom a Class Notice was returned undeliverable)
14 PAGA Employees will be issued an Individual PAGA Payment.

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

26 20. Administration of Taxes by the Settlement Administrator. The Settlement
27 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
28 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be

1 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
2 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
3 taxes and other legally required withholdings to the appropriate government authorities.

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

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

1 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
2 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
5 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
6 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
7 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
8 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

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

- 27 a. Conditionally certifying the Class for settlement purposes only;
- 28 b. Granting Preliminary Approval of the Settlement;

- 1 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 2 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 3 e. Approving as to form and content, the mutually-agreed upon and proposed
- 4 Class Notice and directing its mailing by First Class U.S. Mail;
- 5 f. Approving the manner and method for Class Members to request exclusion
- 6 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 7 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 8 Final Approval of the Settlement should be granted.

9 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

10 Class Counsel shall notify the LWDA of the Settlement.

11 26. Delivery of Class List. Within fourteen (14) business days of Preliminary Approval,

12 Defendant will provide the Class List to the Settlement Administrator.

13 27. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendant,

15 the Settlement Administrator will perform a search based on the National Change of Address Database

16 or any other similar services available, such as provided by Experian, for information to update and

17 correct for any known or identifiable address changes, and will mail a Class Notice in English and

18 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via

19 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement

20 Administrator.

21 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

22 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

23 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

24 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

25 attempt to determine the correct address using a skip-trace or other search, using the name, address,

26 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

27 calendar days of the date the Class Notice is returned as undeliverable.

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

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

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

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

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

23 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
24 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
25 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
26 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
27 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
28 provide to counsel for the Parties any updated reports regarding the administration of the Settlement

1 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
2 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
3 Dispute.

4 32. Defendant's Right to Rescind. If more than seven point five percent (7.5%) of the
5 Class Members submit timely and valid Requests for Exclusion, Defendant may, but is not obligated
6 to, elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in
7 writing that is provided to Class Counsel within seven (7) calendar days of the Settlement
8 Administrator notifying the Parties of the number of Class Members who have submitted timely and
9 valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option,
10 Defendant shall pay any costs of settlement administration owed to the Settlement Administrator
11 incurred up to that date.

12 33. Final Report/Certification of Completion. Upon completion of administration of the
13 Settlement, after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
14 the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a final report
15 detailing its disbursements by employee identification number only of all payments made under this
16 Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Settlement
17 Administrator will provide to Class Counsel and Defendant's Counsel a written declaration under oath
18 to certify such completion to the Court and counsel for all Parties.

19 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
20 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
21 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
22 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
23 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
24 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
25 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
26 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion not
27 later than two (2) business days before filing it with the Court. By way of said motion, Plaintiff will
28 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial

1 part, the following:

- 2 a. Approval of the Settlement, including the PAGA Settlement (under Labor Code
- 3 § 2699(I)) as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- 4 b. Certification of the Settlement Class;
- 5 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 6 d. Approval of the application for Enhancement Payment to Plaintiff;
- 7 e. Directing Defendant to fund all amounts due under the Settlement Agreement
- 8 and ordered by the Court; and
- 9 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
- 10 conformity with California Rules of Court 3.769 and the Settlement Agreement.

11 35. Funding of the Gross Settlement Amount. No later than ten (10) business days after

12 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement

13 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established

14 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement

15 Administrator to calculate necessary payroll taxes including its official name, 8-digit state

16 unemployment insurance tax ID number, and other information requested by the Settlement

17 Administrator, no later than ten (10) business days after the Effective Date.

18 36. Distribution of the Gross Settlement Amount. Within ten (10) business days of the

19 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual

20 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,

21 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class

22 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set

23 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and

24 timely forward these to the appropriate government authorities.

25 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking

26 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way

27 of check to the Settlement Class Members (including those for whom a Class Notice was returned

28 undeliverable) and the Individual PAGA Payments by way of check to the PAGA Employees,

regardless of their status as Settlement Class Members (including those for whom a Class Notice was

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

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

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

28 ///

1 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff, individually and on behalf of his respective former and present
3 spouse(s), representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be
4 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
5 the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
6 expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or
7 unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting
8 from his employment and/or separation of employment with Defendant, which Plaintiff, at any time
9 up until the execution of this Settlement Agreement, had or claimed to have or may have ("Plaintiff's
10 Release"). It is agreed that this is a general release and is to be broadly construed as a release of all
11 claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a
12 release of any claims that cannot be released hereunder by law.

13 41. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of the
14 Plaintiff's Release, any and all rights granted under any state or federal law or regulation limiting the
15 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
16 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
17 follows:

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

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

28 ///

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

7 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

27 ///

28 ///

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

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

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

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

22 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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

10 51. Confidentiality. To the extent permitted by law, all agreements made, and orders
11 entered during the Action and in this Agreement relating to the confidentiality of information shall
12 survive the execution of this Agreement.

13 Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel separately agree that, until the
14 motion for preliminary approval of the Settlement is filed, they and each of them will not disclose,
15 disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any
16 of the terms of this Agreement directly or indirectly, specifically or generally, to any person,
17 corporation, association, government agency, or other entity except: (1) to the Parties’ attorneys,
18 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
19 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
20 authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena
21 issued by a state or federal government agency; or (6) as necessary to obtain approval of this
22 Settlement or enforce the terms of this Settlement. Each Party agrees to immediately notify each other
23 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
24 Counsel, Defendant, and Defendant’s Counsel separately agree not to, directly or indirectly, initiate
25 any conversation or other communication with any third party regarding this Agreement or the matters
26 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
27 effect. This Paragraph does not restrict Class Counsel’s communications with Class Members in
28 accordance with Class Counsel’s ethical obligations owed to Class Members. Nothing herein will
restrict Class Counsel from including publicly available information regarding this Settlement in
future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore,

1 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
2 in conformity with PAGA.

3 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
4 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
5 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
6 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
7 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
8 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
9 Member and PAGA Employee.

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

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

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

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

27 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement valid and enforceable.

2 58. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
3 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
4 to implement the Settlement.

5 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
6 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
7 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
8 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
9 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
10 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
11 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
12 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
13 construed as an admission or concession by Defendant of any such violations or failures to comply
14 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
15 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
16 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
17 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
18 federal, state, local, or other applicable law.

19 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
20 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
21 intent of the provisions of this Settlement Agreement.

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

28 ///

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

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

10 **IT IS SO AGREED.**

11
12 Dated: 11/07/2025

PLAINTIFF HECTOR CORNEJO
Hector Cornejo

Plaintiff Hector Cornejo

13
14
15 Dated: _____

DEFENDANT RENOVO SOLUTIONS, LLC

Full Name: _____
Title: _____
On behalf of Defendant Renovo Solutions, LLC

16
17
18
19 **APPROVED AS TO FORM ONLY:**

20
21 Dated: 11/07/2025

BLACKSTONE LAW, APC
Jonathan M. Genish

Jonathan M. Genish
Attorneys for Plaintiff Hector Cornejo
and Proposed Class Counsel

22
23
24
25
26 Dated: _____

GREENBERG TRAUIG, LLP

Ellen M. Bronchetti
Priya E. Singh
Attorneys for Defendant Renovo Solutions, LLC

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

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

10 **IT IS SO AGREED.**

PLAINTIFF HECTOR CORNEJO

12 Dated: _____

Plaintiff Hector Cornejo

14
15 Dated: 11/11/2025

Signed by: _____ **RENOVO SOLUTIONS, LLC**
Daina Gjemre
7C18CE65D2FE446...

Full Name: Daina Gjemre

Title: VP HR

On behalf of Defendant Renovo Solutions, LLC

19 **APPROVED AS TO FORM ONLY:**

BLACKSTONE LAW, APC

21 Dated: _____

Jonathan M. Genish
Attorneys for Plaintiff Hector Cornejo
and Proposed Class Counsel

GREENBERG TRAUIG, LLP

26 Dated: _____

Ellen M. Bronchetti
Priya E. Singh
Attorneys for Defendant Renovo Solutions, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Hector Cornejo v. Renovo Solutions, LLC
Superior Court of California for the County of Los Angeles, Case No. 23STCV27376

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 Plaintiff Hector Cornejo ("Plaintiff") and Defendant Renovo Solutions, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement, approved this Class Notice, and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether the Court should grant final approval of the settlement.

Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members (as defined in Section I, below) and PAGA Employees (as defined in Section I, below) to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period (as defined in Section I, below) and/or the PAGA Period (as defined in Section I, below), you have two options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for a settlement payment. As a participating Settlement Class Member (as defined in Section I, below), though, you will give up your right to assert Class Period wage claims and as a PAGA Employee (as defined in Section I, below), you will give up your right to assert PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a Request for Exclusion (as explained in detail in Section IV.B below). If you opt-out of the Class Settlement, you will not receive class settlement payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed 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 November 6, 2019 through January 7, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (as defined in Section III.D below).

"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 September 29, 2022 through January 7, 2025.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims (as defined in Section III.D below).

“**Settlement Class Members**” means Class Members who do not submit a timely and valid Request for Exclusion (as detailed in Section IV.B below).

II. BACKGROUND OF THE ACTION

On September 29, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On November 6, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On December 4, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint. (“Operative Complaint”) in the Action, adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”).

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

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

The Parties participated in mediation with a respected, neutral class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) and agreed to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement.

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 Hector Cornejo as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
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If you are a Class Member, you need not take any action to receive an Individual Settlement Payment (as defined in Section III.A), 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 (as defined in Section III.A); you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the 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 Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

Gross Settlement Amount. Defendant will pay the total gross settlement amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) (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 at the Final Approval Hearing:

(1) Attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$145,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) to Class Counsel (collectively, “Attorneys’ Fees and Costs”);

(2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action (“Enhancement Payment”);

(3) The amount of Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$16,500.00) (“LWDA Payment”) and the remaining 25% (\$5,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and

(4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator for services administering the Settlement (“Settlement Administration Costs”).

Class Member Settlement Shares. 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 performed work 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 (as explained in Section IV.B below) will be issued their final Individual Settlement Payment.

Taxes Owed on Payments to Class Members. 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 Employee Payments. 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 performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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 November 6, 2019 through January 7, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 29, 2022 through January 7, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

Disputing Workweeks and/or 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 (*Cornejo v. Renovo Solutions, LLC*, Case No. 23STCV27376); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number (for verification purposes); (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, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined below) of all Released Class Claims (as defined below).

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

"Released Class Claims" means any and all claims, causes of action, and factual or legal theories which were alleged or which could have been reasonably alleged on behalf of all Class Members in the Action based on the factual allegations and legal theories as stated 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, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558 (pertaining to unpaid wages), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), 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 Letter and the Operative Complaint, 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, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558 (pertaining to civil penalties), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699 *et seq.*, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its current and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their supervisor/managerial employees, managing agents, shareholders, representatives, administrators, fiduciaries, trustees, members, directors, officers, present and former owners, investors, partners, and/or parents.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$145,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, 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 Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) 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 by submitting a timely Request for Exclusion (as defined in Section IV.B below).

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

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

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 (*Cornejo v. Renovo Solutions, LLC*, Case No. 23STCV27376); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number (for verification purposes); (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]**, or it will be invalid.

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 (including 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 be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object (or personally retain a lawyer to object at your own cost) 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 (i.e., only Settlement Class Members have the right to object to the Class Settlement).

The Notice of Objection must: (a) contain the case name and number of the Action (*Cornejo v. Renovo Solutions, LLC*, Case No. 23STCV27376); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number (for verification purposes); (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 (or your attorney) 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 17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

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

VI. ADDITIONAL INFORMATION

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

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

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE SUPERIOR 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.