



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

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into  
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
25 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is  
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
27 positions. Additionally, if for any reason this Settlement Agreement is not ultimately approved,  
28 Plaintiff agrees to withdraw the PAGA Letter and submit a request to the Court to amend the Action

1 to dismiss the PAGA cause of action without prejudice.

2 **DEFINITIONS**

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

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

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

11 c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,  
12 Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC, who will seek to be appointed  
13 counsel for the Class.

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

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

22 f. "Class Period" means the period from December 6, 2020 through June 4, 2025,  
23 subject to Paragraph 16.

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

26 h. "Court" means the Superior Court of the State of California for the County of  
27 Alameda.

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1           i.       “Defendant’s Counsel” means Douglas G.A. Johnston and Regan M. Heslop of  
2 Jackson Lewis P.C.

3           j.       “Dispute” means a letter submitted by a Class Member disputing the number of  
4 Workweeks and/or PAGA Workweeks which have been credited to them, which must: (a) contain the  
5 case name and number of the Action; (b) contain the Class Member’s full name, signature, address,  
6 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)  
7 clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks  
8 credited to the Class Member and what the Class Member contends is the correct number; and (d) be  
9 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the  
10 Response Deadline.

11           k.       “Effective Date” means when all of the following events have occurred: (i) this  
12 Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has  
13 given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Class,  
14 providing them with an opportunity to dispute their Workweek and/or PAGA Workweek information,  
15 to opt-out of the Class Settlement, or to object to the Class Settlement; (iv) the Court has held a Final  
16 Approval Hearing and entered a Final Approval Order and Judgment certifying the Class and  
17 approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days  
18 following notice of entry of the Court’s Final Approval Order and Judgment; or if any appeal, writ, or  
19 other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days  
20 following notice of entry of the Court’s Final Approval Order and Judgment, then when any appeal,  
21 writ, or other appellate proceeding opposing the Settlement has been resolved finally and conclusively  
22 with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that  
23 the Settlement shall not become effective until the Court’s Final Approval Order and Judgment is  
24 completely final, and there is no further recourse by an appellant or objector who seeks to contest the  
25 Settlement.

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

1 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in  
2 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA  
3 Employees, and general release of claims under California Civil Code section 1542, as set forth in  
4 Paragraph 13.

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

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

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

12 q. “Gross Settlement Amount” means the amount of Eight Hundred Forty-Nine  
13 Thousand Dollars and Zero Cents (\$849,000.00) to be paid by Defendant in full satisfaction of the  
14 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and  
15 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement  
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes  
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-  
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
19 Settlement Amount is subject to increase, as provided in Paragraph 16.

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

23 s. “Individual Settlement Payment” means the net payment of each Settlement  
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
26 Paragraph 19.

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1 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement  
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
3 in accordance with Paragraph 17.

4 u. "LWDA Payment" means the amount of Twenty-Two Thousand Seventy-Four  
5 Dollars and Zero Cents (\$22,074.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to  
6 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

7 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount  
8 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
9 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and  
10 Settlement Administration Costs.

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

18 x. "PAGA Amount" means the allocation of Thirty-Three Thousand Nine  
19 Hundred Sixty Dollars and Zero Cents (\$33,960.00) from the Gross Settlement Amount for the PAGA  
20 Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$22,074.00, will be paid to the LWDA  
21 (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$11,886.00, will be  
22 distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

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

26 z. "PAGA Employee Amount" means the amount of Eleven Thousand Eight  
27 Hundred Eighty-Six Dollars and Zero Cents (\$11,886.00), i.e., 35% of the PAGA Amount, to be  
28 distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

1           aa.     “PAGA Period” means the period from April 9, 2024 through June 4, 2025,  
2 subject to Paragraph 16.

3           bb.     “PAGA Settlement” means the settlement and resolution of all Released PAGA  
4 Claims.

5           cc.     “PAGA Workweeks” means the number of weeks each PAGA Employee  
6 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA  
7 Period. PAGA Workweeks will be calculated by the Settlement Administrator according to the  
8 number of verified weeks worked by PAGA Employees in Defendant’s employ during the PAGA  
9 Period.

10          dd.     “Preliminary Approval” means the date on which the Court enters the  
11 Preliminary Approval Order.

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

15          ff.     “Released Class Claims” means any and all claims which were alleged or which  
16 could have been reasonably alleged based on the factual allegations in the Operative Complaint,  
17 arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to  
18 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
19 payments, timely pay wages during employment and upon termination, provide accurate wage  
20 statements, and reimburse necessary business-related expenses; Defendant’s alleged violation of  
21 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,  
22 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and  
23 California Business and Professions Code sections 17200, *et seq.*; any unpaid wages or compensation  
24 related to any or all of the foregoing; any premium payments related to any or all of the foregoing;  
25 restitution for any or all of the foregoing; any penalties, statutory and civil (except penalties under  
26 PAGA), related to any or all of the foregoing; interest related to any or all of the foregoing; and  
27 attorneys’ fees or costs related to any or all of the foregoing.

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1 gg. “Released PAGA Claims” means any and all claims arising from any of the  
2 factual allegations in the PAGA Letter, 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, maintain complete and  
7 accurate payroll records, and reimburse necessary business-related expenses; Defendant’s alleged  
8 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),  
9 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission  
10 Wage Order; any unpaid wages or compensation related to any or all of the foregoing; any premium  
11 payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the  
12 foregoing.

13 hh. “Released Parties” means Defendant and Arthur J. Gallagher & Co.; and their  
14 current, former, and future acquired companies/entities, subsidiaries, affiliates, predecessors,  
15 successors, parents, and assigns; each of the foregoing’s current, former, and future officers, directors,  
16 members, insurers, shareholders, owners, partners, members, managing agents, agents, attorneys, legal  
17 representatives, executives, employees, and contractors; and any entity alleged to be a joint employer  
18 with Defendant and/or Arthur J. Gallagher & Co.

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

25 jj. “Response Deadline” means the deadline by which Class Members must submit  
26 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)  
27 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class  
28 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the United States Postal service is open. The  
2 Response Deadline may also be extended by express agreement between Class Counsel and  
3 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
4 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
5 Response Deadline.

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

11 ll. “Settlement Administration Costs” means the costs payable from the Gross  
12 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
13 Paragraph 15.

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

16 nn. “Workweeks” means the number of weeks each Class Member worked for  
17 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.  
18 Workweeks will be calculated by the Settlement Administrator according to the number of verified  
19 weeks worked by Class Members in Defendant’s employ during the Class Period.

20 **CLASS CERTIFICATION**

21 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
22 Class.

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

1 **TERMS OF THE AGREEMENT**

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

4 12. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application  
5 or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the  
6 Gross Settlement Amount (i.e., \$297,150.00 if the Gross Settlement Amount is \$849,000.00) and  
7 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement  
8 of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00),  
9 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all  
10 work performed and any and all costs incurred by Class Counsel in connection with the litigation of  
11 the Action, including without limitation all work performed and costs incurred to date, and all work  
12 to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this  
13 Settlement Agreement, including any objections raised and any appeals necessitated by those  
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
15 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees and Costs. Any  
17 portion of the requested Attorneys’ Fees and Costs that is not awarded by the Court to Class Counsel  
18 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
20 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred  
21 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross  
22 Settlement Amount, subject to Court approval, will be in addition to any other payment she is entitled  
23 to under the Settlement. Plaintiff shall be solely and legally responsible for correctly characterizing  
24 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
25 Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion  
26 of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated  
27 to the Net Settlement Amount for the benefit of the Settlement Class Members.

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1           14.     PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
2 Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) shall be allocated  
3 from the Gross Settlement Amount toward penalties under the Private Attorneys General Act,  
4 California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent  
5 (65%), or \$22,074.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent  
6 (35%), or \$11,886.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount)  
7 on a *pro rata* basis, based on the total number of PAGA Workweeks worked by each PAGA Employee  
8 during the PAGA Period (i.e., the Individual PAGA Payments).

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

23           16.     Escalator Clause. Based on its records, Defendant estimates that, as of the date of  
24 mediation, the Class Members worked approximately 20,658 workweeks during the period December  
25 6, 2020 through March 14, 2025 (i.e., the date of mediation). If, at the end of the Class Period, the  
26 actual total Workweeks worked by Class Members during the Class Period exceeds this figure by 10%  
27 (i.e., there are 22,724 or more total Workweeks), Defendant, at its sole discretion, shall either: (i)  
28 increase the Gross Settlement Amount on a proportional basis for those Workweeks worked in excess

1 of 10% of the current 20,658 estimate, or (ii) elect to cut off the Class Period and PAGA Period as of  
2 March 14, 2025, the date of mediation.

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

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

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

15 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
16 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
17 number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA  
18 Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Workweeks of all PAGA  
19 Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual  
20 PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual  
21 PAGA Payment.

22 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
23 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
24 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
25 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
26 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
27 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
28 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their

1 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
2 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
3 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
4 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

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

21 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
22 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
23 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
24 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
25 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
26 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
27 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
28 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
12 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
13 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
14 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
15 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

26 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
27 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
28 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement

1 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
2 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
3 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
4 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval  
5 Order seeking the following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving as to form and content, the mutually-agreed upon and proposed  
11 Class Notice and directing its mailing by First Class U.S. Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion  
13 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
15 Final Approval of the Settlement should be granted.

16 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
17 Class Counsel shall notify the LWDA of the Settlement.

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

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

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

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

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

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

25       29.       Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
26 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
28 postmark on the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
2 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
3 submitted, and also identify the individuals who have submitted a timely and valid Request for  
4 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
5 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
6 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
7 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
8 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
9 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
10 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
11 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
12 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
13 Final Approval to the Settlement. Notwithstanding the above, the State of California with respect to  
14 all PAGA Employees will be bound to the PAGA Settlement and PAGA Employees will be issued  
15 their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

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

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1           31.     Reports by the Settlement Administrator. The Settlement Administrator shall provide  
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
3 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
4 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
5 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
6 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
7 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
8 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
9 Dispute.

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

17           33.     Certification of Completion. Upon completion of administration of the Settlement, the  
18 Settlement Administrator will provide a written declaration under oath to certify such completion to  
19 the Court and counsel for all Parties.

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

1 Approval Order and Judgment, which will provide for, in substantial part, the following:

2 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
3 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 five (5) 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 and the Individual PAGA Payments by way of check to the  
28 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

1 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
2 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
3 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
4 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
5 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
6 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal  
7 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure  
8 Section 384. The Parties and their counsel each represent that they do not have any financial interest  
9 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of  
10 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and  
11 reporting required under applicable local, state, and federal tax laws that are necessitated due to the  
12 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the  
13 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts  
14 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or  
15 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be  
16 transmitted to Legal Aid at Work.

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

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

25 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
26 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,  
27 and forever released, settled, compromised, relinquished, and discharged the Released Parties from  
28 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,

1 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
2 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment  
3 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution  
4 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general  
5 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the  
6 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released  
7 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the  
8 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil  
9 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as  
10 follows:

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

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

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

27 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
28 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

26 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
27 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
28 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
2 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure  
3 Section 1856(a), which provide that a written agreement is to be construed according to its terms and  
4 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
5 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement  
6 Agreement.

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

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

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

27 50. Signatories. The Class Notice will advise all Class Members of the binding nature of  
28 the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA  
Settlement as to the State of California with respect to all PAGA Employees, and the releases provided  
for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement

1 were executed by each Settlement Class Member and the State of California.

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

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

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

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

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

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

26 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
27 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

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

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

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

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

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

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**PLAINTIFF CHARDRIANA JEAN**



Dated: 07/11/2025

\_\_\_\_\_  
Plaintiff Chardriana Jean

**DEFENDANT WOORDRUFF-SAWYER & CO.**

DocuSigned by:  
*Zac Overbay*  
B8FE61C93ADE476...

Dated: 7/8/2025

\_\_\_\_\_  
Full Name: Zac Overbay

Title: COO

On behalf of Defendant Woodruff-Sawyer & Co.

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**



Dated: July 11, 2025

\_\_\_\_\_  
Alexandra Rose  
*Attorneys for Plaintiff Chardriana Jean  
and Proposed Class Counsel*

**JACKSON LEWIS P.C**



Dated: July 22, 2025

\_\_\_\_\_  
Andrew Mailhot  
Regan M. Heslop  
*Attorneys for Defendant Woodruff-Sawyer &  
Co.*

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Chardriana Jean v. Woodruff-Sawyer & Co.*  
Superior Court of California for the County of Alameda, Case No. 24CV102594

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

**You have received this Class Notice because the Company’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 PAGA Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Chardriana Jean (“Plaintiff”) and Woodruff-Sawyer & Co. (“Defendant” or “the Company”) (Plaintiff and the Company are collectively referred to as the “Parties”) in the case entitled *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594 (“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. 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 commencing from December 6, 2020 through June 4, 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 commencing from April 9, 2024 through June 4, 2025.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

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

On December 6, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On April 9, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and the Company of the specific provisions of the California Labor Code that Plaintiff alleges were violated (“PAGA Letter”). On [redacted], Plaintiff filed a First Amended Class and Representative Action Complaint in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”) (“Operative Complaint”).

In the Operative Complaint, Plaintiff alleges that the Company 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 allegedly 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. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

The Company has and continues to deny each and every one of Plaintiff’s allegations in the Action and rejects any suggestion of wrongdoing in its entirety.

Nevertheless, the Company agreed to and participated in mediation in good faith with Plaintiff before a respected class action mediator, and as a result of such mediation, the Company agreed to a settlement in order to avoid the nuisance of protected litigation. 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 Chardriana Jean as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

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 PAGA Workweeks 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. As noted above, **nothing in the Company’s decision to settle the Action is intended to or should be construed as an admission or acknowledgement by the Company that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees at all.** The Company and Plaintiff, and their respective counsel, have concluded and agree that, in light 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 Eight Hundred Forty-Nine Thousand Dollars and Zero Cents (\$849,000.00) (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 thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,150.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$22,074.00) (“LWDA Payment”) and the remaining 35% (\$11,886.00) 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.

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 the Company as an hourly-paid and/or non-exempt employee 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 the Company 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 weeks each PAGA employee worked for the Company as an hourly-paid and/or non-exempt employee during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweeks Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweeks 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 PAGA Workweeks (if applicable) Based on the Company’s Records**

According to the Company’s records:

- From December 6, 2020, through **June 4, 2025** (i.e., the Class Period), you are credited as having worked [ ] Workweeks.
- From April 9, 2024, through **June 4, 2025** (i.e., the PAGA Period), you are credited as having worked [ ] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks 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 (*Jean v. Woodruff-Sawyer & Co.*, Case No. 24CV102594); (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 PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share 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 PAGA Workweeks (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [ ]. 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 \$ [ ] 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 of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff 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, including, but not limited to, 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; Defendant’s alleged violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 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.*; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, statutory and civil (except penalties under PAGA), related to any or all of the foregoing; interest related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, 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; Defendant’s alleged 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; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing.

“Released Parties” means Defendant and Arthur J. Gallagher & Co.; their current, former, and future acquired companies/entities, subsidiaries, affiliates, predecessors, successors, parents, and assigns; each of the foregoing’s current, former, and future officers, directors, members, insurers, shareholders, owners, partners, members, managing agents, agents, attorneys, legal representatives, executives, employees, and contractors; and any entity alleged to be a joint employer with Defendant and/or Arthur J. Gallagher & Co.

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

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,150.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, 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 (\$7,500.00) (“Enhancement Payment), in recognition of her 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 any other payment that she 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) (“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 (*Jean v. Woodruff-Sawyer & Co*, Case No. 24CV102594); (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. Notwithstanding the above, the State of California with respect to all PAGA Employees will release the Released PAGA Claims and 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 (*Jean v. Woodruff-Sawyer & Co*, Case No. 24CV102594); (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 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.

### **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://eportal.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 (24CV102594) 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.**