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6 *Attorney for Plaintiffs Emmanuel Turner, Irma Schot,*  
*and the putative class*

7 Attorneys for Plaintiff(s),  
 8 EMMANUEL TURNER and IRMA SCHOT, and all others similarly situated  
 9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 11 **FOR THE COUNTY OF LOS ANGELES**

13 EMMANUEL TURNER, an individual; IRMA  
 14 SCHOT, an individual; and on behalf of all others  
 similarly situated,

15 *Plaintiff(s),*

16 vs.

17 S&S LABOR FORCE INC., a California  
 18 corporation; DOES 1-10, business entities, forms  
 unknown; DOES 11-20, individuals; and DOES  
 19 21-30, inclusive,

20 *Defendant.*

Case No. 22STCV11969

**CLASS ACTION SETTLEMENT  
 AGREEMENT AND CLASS NOTICE**

Action filed: April 8, 2022  
 Dept: 9, The Honorable Yvette  
 Palazuelos

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**ATTORNEYS FOR DEFENDANT**

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Attorneys for Defendant,  
S&S LABOR FORCE, INC.

1 This Class Action Settlement Agreement (“Agreement”) is made by and between  
 2 Plaintiffs Emmanuel Turner and Irma Schot, and on behalf of all others similarly situated (jointly  
 3 “Plaintiffs”) and Defendant S&S Labor Force, Inc. (“Defendant”). The Agreement refers to  
 4 Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Actions” includes the Plaintiffs’ lawsuit alleging wage and hour violations  
 7 against S&S Labor Force, Inc. on behalf of themselves, and all others similarly situated,  
 8 *Emmanuel Turner and Irma Schot vs. Defendant S&S Labor Force, Inc.*, Case No. 22STCV11969  
 9 initiated on April 8, 2022, and pending in Superior Court of the State of California, County of  
 10 Los Angeles.

11 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have  
 12 agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be  
 14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
 15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
 16 with Preliminary Approval of the Settlement.

17 1.4. “Class” means all persons currently or formerly employed by Defendant in  
 18 California and classified as hourly, non-exempt who worked for Defendant during the Class  
 19 Period.

20 1.5. “Class Counsel” means Chantal McCoy Payton and Johnny Darnell Griggs of  
 21 Payton Employment Law, PC.

22 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”  
 23 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
 24 expenses, respectively, incurred to prosecute the Actions.

25 1.7. “Class Data” means Class Member identifying information in Defendant’s  
 26 possession including the Class Member’s name, last-known mailing address, Social Security  
 27 number, and number of Class Period Workweeks.

28 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as  
 either a Participating Class Member or Non-Participating Class Member.

1.9. “Class Member Address Search” means the Administrator’s investigation and

1 search for current Class Member mailing addresses using all reasonably available sources,  
2 methods, and means, including, but not limited to, the National Change of Address database, skip  
3 traces, and direct contact by the Administrator with Class Members.

4 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION  
5 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to  
6 Class Members in English with a Spanish translation in the form, without material variation,  
7 attached as Exhibit A and incorporated by reference into this Agreement.

8 1.11. “Class Period” shall mean the time period beginning four years prior to April 8,  
9 2022, (the filing date of the original complaint in the above referenced action) through July 1,  
10 2024.

11 1.12. “Class Representatives” means the named Plaintiffs in the operative complaint in  
12 this Action seeking Court approval to serve as the Class Representatives.

13 1.13. “Class Representative Service Payments” means the payments to the Class  
14 Representatives for initiating the Actions and providing services in support of the Actions.

15 1.14. “Court” means the Superior Court of California, County of Los Angeles.

16 1.15. “Defendant” means named Defendant S&S Labor Force, Inc.

17 1.16. “Defense Counsel” means Roger G. Honey of the Law Offices of Roger G. Honey,  
18 APC.

19 1.17. “Effective Date” means the date by when both of the following have occurred: (a)  
20 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
21 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
22 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
23 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
24 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
25 the day after the appellate court affirms the Judgment and issues a remittitur.

26 1.18. “Final Approval” means the Court’s order granting final approval of the  
27 Settlement.

28 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final  
Approval of the Settlement.

1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final  
Approval of the Settlement.

1 1.21. “Gross Settlement Amount” means \$245,000.00 which is the total amount  
2 Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross  
3 Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class  
4 Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

5 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata  
6 share of the Net Settlement Amount calculated according to the number of Workweeks worked  
7 during the Class Period.

8 1.23. “Judgment” means the judgment entered by the Court based upon the Final  
9 Approval.

10 1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
11 payments in the amounts approved by the Court: Class Representative Service Payments, Class  
12 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration  
13 Expenses Payment. The remainder is to be paid to Participating Class Members as Individual  
14 Class Payments.

15 1.25. “Non-Participating Class Member” means any Class Member who opts out of the  
16 of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

17 1.26. “Participating Class Member” means a Class Member who does not submit a valid  
18 and timely Request for Exclusion from the Settlement.

19 1.27. “Plaintiffs” means Emmanuel Turner and Irma Schot, the named Plaintiffs in this  
20 Action.

21 1.28. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval  
22 of the Settlement.

23 1.29. “Preliminary Approval Order” means the proposed Order Granting Preliminary  
24 Approval of the Class Settlement.

25 1.30. “Released Class Claims” means any and all claims under state, federal, or local  
26 law, whether statutory or common law, arising out of the claims alleged in, or arising out of facts  
27 asserted in the operative complaint and all other claims, such as those under California Labor  
28 Code sections 201, 202, 203, 204, 226.7, 510, 512, 558.1, 1194, 1197, 1197.1, and 2802,  
the Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based  
on the facts pleaded in the operative complaint for: failure to pay overtime wages, failure to pay  
minimum wages, failure to provide accurate and itemized wage statements, failure to provide

1 uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for  
 2 expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, and  
 3 unfair competition under Business & Professions Code sections 17200, *et seq.* The release is  
 4 limited to periods of time during which Class Members were employed by Defendant in an hourly,  
 5 non-exempt position in California during the Class Period.

6 1.31. “Released Parties” means: Defendant and any of its present and former parent  
 7 companies, subsidiaries, divisions, concepts, related or affiliated companies and their  
 8 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,  
 9 and any individual or entity that could be liable for any of the Released Class Claims, and  
 10 Defendant’s counsel of record in the Actions.

11 1.32. “Request for Exclusion” means a Class Member’s submission of a written request  
 12 to be excluded from the Class Settlement signed by the Class Member.

13 1.33. “Response Deadline” means 60 days after the Administrator mails Notice to Class  
 14 Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests  
 15 for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.  
 16 Class Members to whom Notice Packets are resent after having been returned undeliverable to  
 17 the Administrator shall have an additional 14 calendar days beyond the Response Deadline has  
 18 expired.

19 1.34. “Settlement” means the disposition of the Actions effected by this Agreement and  
 20 the Judgment.

21 1.35. “Work Week” means any week during which a Class Member worked for  
 22 Defendant for at least one day, during the Class Period.

23 **2. RECITALS.**

24 2.1. On April 8, 2022, Plaintiffs Emmanuel Turner and Irma Schot commenced this  
 25 Action by filing a Complaint against Defendant asserting claims for failure to pay overtime  
 26 wages, failure to pay minimum wages, failure to provide accurate and itemized wage statements,  
 27 failure to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure  
 28 to indemnify for expenditures or losses in discharge of duties, failure to pay wages promptly upon  
 termination, unfair business practices and related claims. On June 17, 2022, Plaintiffs Emmanuel  
 Turner and Irma Schot filed a First Amended Complaint adding a PAGA cause of action against

1 Defendant. The operative complaint in this matter is the First Amended Complaint (hereto  
2 referred to as, the “First Amended Complaint.”) Defendant denies the allegations in the First  
3 Amended Complaint, denies any failure to comply with the laws identified in the First Amended  
4 Complaint, and denies any and all liability for the causes of action alleged. However, this  
5 Settlement does not resolve any claims pursuant to the Private Attorneys General Act (“PAGA”),  
6 Labor Code section 2698 et seq.

6 2.2. On December 21, 2022, the Parties participated in an all-day mediation presided  
7 over by Steve Cerveris which led to an agreement to settle the Actions for the gross sum of  
8 \$200,000.00.

9 2.3. While Plaintiffs were in the process of seeking preliminary approval of the  
10 Parties’ settlement and negotiating additional settlement terms that were necessary to agree upon  
11 in order to address the Court’s order on Plaintiffs’ Motion, the Parties reached an impasse.

11 2.4. The Parties later revisited settlement discussions, and eventually, in or around  
12 July 2025, reached a new agreement to resolve this matter.

13 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, the number  
14 of workweeks, the number of pay periods, sample time records, sample payroll records, written  
15 policies, and related information. Plaintiffs’ investigation was sufficient to satisfy the criteria for  
16 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801  
17 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).  
18 During mediation, Defendant provided financial records, including 2020 and 2021 tax returns,  
19 and 2020, 2021, and 2022 profit and loss statements, which Plaintiffs’ counsel reviewed alongside  
20 the mediator.

20 2.6. The Court has not granted class certification.

21 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not  
22 aware of any other pending matter or action asserting claims that will be extinguished or affected  
23 by the Settlement.

24 **3. MONETARY TERMS.**

25 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
26 Defendant promises to pay \$245,000.00 and no more as the Gross Settlement Amount and to  
27 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual  
28

1 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll  
2 taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will  
3 disburse the entire Gross Settlement Amount without asking or requiring Participating Class  
4 Members to submit any claim as a condition of payment. None of the Gross Settlement Amount  
will revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
7 the Court in the Final Approval:

8 3.2.1. To Plaintiffs: Class Representative Service Payments to each of the Class  
9 Representatives of not more than \$10,000.00 (in addition to any Individual Class Payments are  
10 entitled to receive as a Participating Class Members). Defendant will not oppose any Plaintiffs'  
11 request for a Class Representative Service Payment that does not exceed these amounts. As part  
12 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs  
13 will seek Court approval for any and all Class Representative Service Payments no later than  
14 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class  
15 Representative Service Payment less than the amount requested, the Administrator will retain the  
16 remainder in the Net Settlement Amount. The Administrator will pay the Class Representative  
17 Service Payment using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for  
18 employee taxes owed on the Class Representative Service Payment.

19 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 31%,  
20 which is currently estimated to be \$75,950.00 and a Class Counsel Litigation Expenses Payment  
21 of not more than \$16,000.00. Defendant will not oppose requests for these payments provided  
22 that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class  
23 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior  
24 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class  
25 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will  
26 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to  
27 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class  
28 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more  
IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the

1 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds  
 2 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any  
 3 division or sharing of any of these payments.

4 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
 5 \$14,900.00 except for a showing of good cause and as approved by the Court. To the extent the  
 6 Administration Expenses are less or the Court approves payment less than \$14,900.00, the  
 Administrator will retain the remainder in the Net Settlement Amount.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment  
 8 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
 9 by all Participating Class Members during the Class Period and (b) multiplying the result by each  
 Participating Class Member’s Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 25.00% of  
 11 each Participating Class Member’s Individual Class Payment will be allocated to settlement of  
 12 wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be  
 13 reported on an IRS W-2 Form. 75.00% of each Participating Class Member’s Individual Class  
 14 Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage  
 15 Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on  
 16 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any  
 employee taxes owed on their Individual Class Payment.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation  
 18 of Individual Class Payments. Non-Participating Class Members will not receive any Individual  
 19 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments  
 20 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

21 **4. SETTLEMENT FUNDING AND PAYMENTS.**

22 4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates  
 23 there are approximately 1,438 Class Members who collectively worked a total of 33,440  
 24 Workweeks.

25 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of  
 26 the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the  
 27 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the  
 28

1 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
2 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
3 employees who need access to the Class Data to effect and perform under this Agreement. The  
4 Parties shall communicate these requirements to the Administrator and secure the Administrator's  
5 agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers  
6 that the Class Data omitted Class Member identifying information and to provide corrected or  
7 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by  
8 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will  
9 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
10 to missing or omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
12 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll  
13 taxes by transmitting the funds to the Administrator as follows: Defendant shall pay the entire  
14 Gross Settlement amount within thirty (30) calendar days of the Court's final approval order  
15 granting Plaintiffs' motion for final approval.

16 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days  
17 of Defendant's payment of the entire Gross Settlement amount, the Administrator will make a  
18 distribution for all of the Individual Class Payments, Class Representative Service Payments, the  
19 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
20 Administrator's expenses. Disbursements of the Class Counsel Fees Payment, the Class Counsel  
21 Litigation Expenses Payment and the Class Representative Service Payments shall not precede  
22 disbursement of Individual Class Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and  
24 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each  
25 check shall prominently state the date (not less than 180 days after the date of mailing) when the  
26 check will be voided. The Administrator will cancel all checks not cashed by the void date. The  
27 Administrator will send checks for Individual Settlement Payments to all Participating Class  
28 Members (including those for whom Class Notice was returned undelivered). Before mailing any  
checks, the Administrator must update the recipients' mailing addresses using the National  
Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all

1 other Class Members whose checks are returned undelivered without USPS forwarding address.  
2 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS  
3 forwarding address provided or to an address ascertained through the Class Member Address  
4 Search. The Administrator need not take further steps to deliver checks to Class Members whose  
5 re-mailed checks are returned as undelivered. The Administrator shall promptly send a  
6 replacement check to any Class Member whose original check was lost or misplaced, which is  
7 requested by the Class Member prior to the void date.

8 4.4.3. For any Class Member whose Individual Class Payment check is uncashed  
9 and cancelled after the void date, the Administrator shall transmit the funds represented by such  
10 checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member  
11 thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil  
12 Procedure Section 384, subd. (b).

13 4.4.4. The payment of Individual Class Payments shall not obligate Defendant to  
14 confer any additional benefits or make any additional payments to Class Members (such as 401(k)  
15 contributions or bonuses) beyond those specified in this Agreement.

16 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
17 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
18 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims  
19 against all Released Parties as follows:

20 5.1 Plaintiffs’ Releases. Each Plaintiff and his/her respective former and present  
21 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
22 generally, release and discharge Released Parties from all claims, transactions, or occurrences  
23 that occurred during the Class Period, including, but not limited to: all claims that were, or  
24 reasonably could have been, alleged, based on the facts contained, in the First Amended  
25 Complaint (“Plaintiffs’ Releases”). However, Plaintiffs’ Releases do not extend to any claims  
26 under the PAGA or any claims or actions to enforce this Agreement, or to any claims for vested  
27 benefits, unemployment benefits, disability benefits, social security benefits, workers’  
28 compensation benefits that arose at any time, or based on occurrences outside the Class Period.  
Each Plaintiff acknowledges that he/she may discover facts or law different from, or in addition  
to, the facts or law that each Plaintiff now knows or believes to be true but agrees, nonetheless,

1 that each Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such  
2 different or additional facts or his/her discovery of them.

3 5.1.1 Plaintiffs’ Waivers of Rights Under California Civil Code Section 1542.

4 For purposes of each Plaintiff’s Release, each Plaintiff expressly waives and relinquishes the  
5 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

6 **A general release does not extend to claims that the creditor releasing party does not**  
7 **know or suspect to exist in his or her favor at the time of executing the release, and**  
8 **that if known by him or her would have materially affected his or her settlement with**  
9 **the debtor Released Party.**

10 5.2 Release by Participating Class Members: All Participating Class Members, on  
11 behalf of themselves and their respective former and present representatives, agents, attorneys,  
12 heirs, administrators, successors, and assigns, release Released Parties from all claims that were  
13 alleged, or reasonably could have been alleged, based on the Class Period and the facts stated in  
14 the First Amended Complaint and ascertained in the course of the Actions, except for claims  
15 under the PAGA, which are not released pursuant to this agreement. Participating Class Members  
16 do not release any other claims, including claims for vested benefits, wrongful termination,  
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social  
18 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

19 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and  
20 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with  
21 the Court’s current checklist for Preliminary Approvals.

22 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fourteen  
23 (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class  
24 Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to  
25 any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

26 6.2 Plaintiffs’ Responsibilities. Plaintiffs’ counsel will prepare and deliver to  
27 Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a  
28 draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that

1 includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting  
2 Preliminary Approval of Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration  
3 from the Administrator attaching its “not to exceed” bid for administering the Settlement and  
4 attesting to its willingness to serve; competency; operative procedures for protecting the security  
5 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
6 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
7 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense  
8 Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to  
9 serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class  
10 Members, and/or the Administrator if any exist; (vi) a signed declaration from Class Counsel  
11 attesting to its competency to represent the Class Members; and (vii) all facts relevant to any  
12 actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres  
13 Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to  
14 the Model Agreement ready for filing with the Court.

13       6.3     Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
14 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later  
15 than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
16 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion  
17 for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary  
18 Approval to the Administrator.

18       6.4     Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
19 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
20 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
21 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
22 Preliminary Approval or conditions Preliminary Approval on any material change to this  
23 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
24 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
25 otherwise satisfy the Court’s concerns.

## 26     **7.     SETTLEMENT ADMINISTRATION.**

27       7.1     Selection of Administrator. The Parties have jointly selected Apex Class Action  
28

1 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class  
2 Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
3 specified in this Agreement in exchange for payment of Administration Expenses. The Parties  
4 and their Counsel represent that they have no interest or relationship, financial or otherwise, with  
5 the Administrator other than a professional relationship arising out of prior experiences  
6 administering settlements.

6 7.2 Employer Identification Number. The Administrator shall have and use its own  
7 Employer Identification Number for purposes of calculating payroll tax withholdings and  
8 providing reports state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund  
10 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
11 Regulation section 468B-1.

11 7.4 Notice to Class Members.

12 7.4.1 No later than three (3) business days after receipt of the Class Data, the  
13 Administrator shall notify Class Counsel that the list has been received and state the number of  
14 Class Members, and Workweeks, in the Class Data.

15 7.4.2 Using best efforts to perform as soon as possible, and in no event later than  
16 14 days after receiving the Class Data, the Administrator will send to all Class Members identified  
17 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice  
18 substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class  
19 Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to  
20 the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing  
21 Class Notices, the Administrator shall update Class Member addresses using the National Change  
22 of Address database.

22 7.4.3 Not later than three (3) business days after the Administrator’s receipt of  
23 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
24 Notice using any forwarding address provided by the USPS. If the USPS does not provide a  
25 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail  
26 the Class Notice to the most current address obtained. The Administrator has no obligation to  
27 make further attempts to locate or send Class Notice to Class Members whose Class Notice is  
28 returned by the USPS a second time.

1           7.4.4 The deadlines for Class Members' written objections, Challenges to  
2 Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 60  
3 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.  
4 The Administrator will inform the Class Member of the extended deadline with the re-mailed  
5 Class Notice.

6           7.4.5 If the Administrator, the Defendant, Defense Counsel, or Class Counsel is  
7 contacted by or otherwise discovers any persons who believe they should have been included in  
8 the Class Data and should have received Class Notice, the Parties will expeditiously meet and  
9 confer in person or by telephone, and in good faith, in an effort to agree on whether to include  
10 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the  
11 same rights as other Class Members, and the Administrator will send, via email or overnight  
12 delivery, a Class Notice requiring them to exercise options under this Agreement not later than  
13 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are  
14 later.

15           7.5 Requests for Exclusion (Opt-Outs).

16           7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class  
17 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for  
18 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional  
19 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
20 from a Class Member or his/her representative that reasonably communicates the Class Member's  
21 election to be excluded from the Settlement and includes the Class Member's name, address and  
22 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
23 emailed, or postmarked by the Response Deadline.

24           7.5.2 The Administrator may not reject a Request for Exclusion as invalid  
25 because it fails to contain all the information specified in the Class Notice. The Administrator  
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
27 identity of the person as a Class Member and the Class Member's desire to be excluded. The  
28 Administrator's determination shall be final and not appealable or otherwise susceptible to  
challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,  
the Administrator may demand additional proof of the Class Member's identity. The  
Administrator's determination of authenticity shall be final and not appealable or otherwise

1 susceptible to challenge.

2           7.5.3 Every Class Member who does not submit a timely and valid Request for  
3 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
4 benefits and bound by all terms and conditions of the Settlement, including the Participating Class  
5 Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the  
6 Participating Class Member actually receives the Class Notice or objects to the Settlement.

7           7.5.4 Every Class Member who submits a valid and timely Request for  
8 Exclusion shall be deemed a Non-Participating Class Member and shall not receive an Individual  
9 Class Payment or have the right to object to the class action components of the Settlement.

10           7.6     Challenges to Calculation of Workweeks. Each Class Member shall have 60 days  
11 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members  
12 whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the  
13 Class Member in the Class Notice. The Class Member may challenge the allocation by  
14 communicating with the Administrator via fax, email or mail. The Administrator must encourage  
15 the challenging Class Member to submit supporting documentation. In the absence of any  
16 contrary documentation, the Administrator is entitled to presume that the Workweeks contained  
17 in the Class Notice are correct so long as they are consistent with the Class Data. The  
18 Administrator's determination of each Class Member's allocation of Workweeks shall be final  
19 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly  
20 provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class  
21 Counsel and the Administrator's determination the challenges.

22           7.7     Objections to Settlement.

23           7.7.1 Only Participating Class Members may object to the class action  
24 components of the Settlement and/or this Agreement, including contesting the fairness of the  
25 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
26 Litigation Expenses Payment, and/or Class Representative Service Payments.

27           7.7.2 Participating Class Members may send written objections to the  
28 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear  
in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
Hearing. A Participating Class Member who elects to send a written objection to the  
Administrator must do so not later than 60 days after the Administrator's mailing of the Class

1 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

2 7.7.3 Non-Participating Class Members have no right to object to any of the class  
3 action components of the Settlement.

4 7.8 Administrator Duties. The Administrator has a duty to perform or observe all  
5 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
7 establish, maintain, and use an internet website to post information of interest to Class Members  
8 including the date, time, and location for the Final Approval Hearing and copies of the Settlement  
9 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the  
10 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation  
11 Expenses Payment and Class Representative Service Payments, the Final Approval, and the  
12 Judgment. The Administrator will also maintain and monitor an email address and a toll-free  
13 telephone number to receive Class Member calls, faxes and emails.

14 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
15 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later  
16 than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the  
17 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
18 and other identifying information of Class Members who have timely submitted valid Requests  
19 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
20 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for  
21 Exclusion from Settlement submitted (whether valid or invalid).

22 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
23 written reports to Class Counsel and Defense Counsel that, among other things, tally the number  
24 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion  
25 (whether valid or invalid) received, objections received, challenges to Workweeks received  
26 and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The  
27 Weekly Reports must include the Administrator’s assessment of the validity of Requests for  
28 Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek Challenges. The Administrator has the authority to address and  
make final decisions consistent with the terms of this Agreement on all Class Member challenges  
over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable

1 or otherwise susceptible to challenge.

2           7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the  
3 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the  
4 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
5 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
6 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices  
7 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the  
8 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
9 number of written objections, and also attach the Exclusion List. The Administrator will  
10 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel  
11 is responsible for filing the Administrator’s declaration(s) in Court.

12           7.8.6 Final Report by Administrator. Within ten (10) days after the  
13 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide  
14 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee  
15 identification number only of all payments made under this Agreement. At least 15 days before  
16 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and  
17 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of  
18 all payments required under this Agreement. Class Counsel is responsible for filing the  
19 Administrator’s declaration in Court.

20 **8. CLASS SIZE ESTIMATES.** Based on their records, Defendant estimates that (1) there  
21 are approximately 1,438 Class Members and 33,440 total Workweeks during the period of April  
22 8, 2018, through July 1, 2024.

23 **9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for  
24 Exclusion identified in the Exclusion List exceeds 15 Class Members, Defendant may, but is not  
25 obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant  
26 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no  
27 Party will have any further obligation to perform under this Agreement; provided, however,  
28 Defendant will remain responsible for paying all Settlement Administration Expenses incurred to  
that point. Defendant must notify Class Counsel and the Court in writing of its election to

1 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to  
2 Defense Counsel. Late elections will have no effect.

3  
4 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the  
5 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the  
6 Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for  
7 Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later  
8 than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense  
9 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve  
any disagreements concerning the Motion for Final Approval.

10 10.1 Response to Objections. Each Party retains the right to respond to any objection  
11 raised by a Participating Class Member, including the right to file responsive documents in Court  
12 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
accepted by the Court.

13 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
14 Approval on any material change to the Settlement (including, but not limited to, the scope of  
15 release to be granted by Class Members), the Parties will expeditiously work together in good  
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
17 Approval. The Court’s decision to award less than the amounts requested for the Class  
18 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation  
19 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material  
modification to the Agreement within the meaning of this paragraph.

20 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
21 Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely  
22 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
24 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
25 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
26 respective counsel, and all Participating Class Members who did not object to the Settlement as  
27 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
28

1 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
2 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver  
3 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
4 Parties' obligations to perform under this Agreement will be suspended until such time as the  
5 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
6 the amount of the Net Settlement Amount.

6 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
7 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
8 material modification of this Agreement (including, but not limited to, the scope of release to be  
9 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
10 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
11 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
12 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
13 the Court's award of the Class Representative Service Payments or any payments to Class  
14 Counsel shall not constitute a material modification of the Judgment within the meaning of this  
15 paragraph, as long as the Gross Settlement Amount remains unchanged.

16 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
17 Procedure section 384, the Parties will work together in good faith to jointly submit and a  
18 proposed amended judgment.

19 **12. ADDITIONAL PROVISIONS.**

20 12.1 No Admission of Liability, Class Certification or Representative Manageability  
21 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
22 claims. Nothing in this Agreement is intended or should be construed as an admission by  
23 Defendant that any of the allegations in the First Amended Complaint or the Actions have merit  
24 or that Defendant has any liability for any claims asserted; nor should it be intended or construed  
25 as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties  
26 agree that class certification and representative treatment is for purposes of this Settlement only.  
27 If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter  
28 Judgment, Defendant reserves the right to contest certification of any class for any reasons, and

1 Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the  
2 right to move for class certification on any grounds available and to contest Defendant's defenses.  
3 The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no  
4 bearing on, and will not be admissible in connection with, any litigation (except for proceedings  
5 to enforce or effectuate the Settlement and this Agreement).

6       12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,  
7 Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval  
8 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
9 cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
10 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
11 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,  
12 all of whom will be instructed to keep this Agreement confidential including the confidentiality  
13 of the Gross Settlement Amount and the Net Settlement Amount; (2) counsel in any other related  
14 matter against Defendant whether in litigation or pre-litigation which has the same or similar  
15 claims and solely for the purposes of determining the effect of this Settlement in extinguishing or  
16 precluding such claims; (3) to the extent necessary to report income to appropriate taxing  
17 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or  
18 subpoena issued by a state or federal government agency.

19       Each Party agrees to immediately notify each and every other Party of any judicial  
20 or agency order, inquiry, or subpoena seeking such information. Such notification shall be in  
21 writing and made to each Party's respective counsel of record. Plaintiffs, Class Counsel,  
22 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any  
23 conversation or other communication, before the filing of the Motion for Preliminary Approval,  
24 with any third party regarding this Agreement or the matters giving rise to this Agreement except  
25 to respond only that "the matter was resolved," or words to that effect. This paragraph does not  
26 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's  
27 ethical obligations owed to Class Members.

28       12.3 No Solicitation. The Parties separately agree that they and their respective  
counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,  
or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical

1 obligations owed to Class Members.

2 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
3 Agreement together with its attached exhibits shall constitute the entire agreement between the  
4 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
5 covenants, or inducements made to or by any Party.

6 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
7 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all  
8 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
9 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
10 terms of this Agreement including any amendments to this Agreement.

11 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use  
12 their best efforts, in good faith, to implement the Settlement by, among other things, modifying  
13 the Settlement Agreement, submitting supplemental evidence and supplementing points and  
14 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
15 or content of any document necessary to implement the Settlement, or on any modification of the  
16 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
17 assistance of a mediator and/or the Court for resolution.

18 12.7 No Prior Assignments. The Parties separately represent and warrant that they  
19 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
20 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
21 action, or right released and discharged by the Party in this Settlement.

22 12.8 No Tax Advice. Neither any Plaintiff, Class Counsel, Defendant, nor Defense  
23 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
24 Settlement be relied upon as such within the meaning of United States Treasury Department  
25 Circular 230 (31 CFR Part 10, as amended) or otherwise.

26 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
27 modified, changed, or waived only by an express written instrument signed by all Parties or their  
28 representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and  
inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will

1 be governed by and interpreted according to the internal laws of the state of California, without  
2 regard to conflict of law principles.

3 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and  
4 preparation of this Agreement. This Agreement will not be construed against any Party on the  
5 basis that the Party was the drafter or participated in the drafting.

6 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders  
7 entered during Actions and in this Agreement relating to the confidentiality of information shall  
8 survive the execution of this Agreement.

9 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant  
10 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class  
11 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in  
12 connection with the Settlement, may be used only with respect to this Settlement, and no other  
13 purpose, and may not be used in any way that violates any existing contractual agreement, statute,  
14 or rule of court.

15 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement  
16 is inserted for convenience of reference only and does not constitute a part of this Agreement.

17 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
19 weekend or federal legal holiday, such date or deadline shall be on the first business day  
20 thereafter.

21 12.17 Notice. All notices, demands or other communications between the Parties in  
22 connection with this Agreement will be in writing and deemed to have been duly given as of the  
23 third business day after mailing by United States mail, or the day sent by email or messenger,  
24 addressed as follows:

25 To Plaintiffs:  
26 CHANTAL MCCOY PAYTON  
27 CPayton@PaytonEmploymentLaw.com  
28 JOHNNY DARNELL GRIGGS  
JGriggs@PaytonEmploymentLaw.com  
**PAYTON EMPLOYMENT LAW PC**  
3807 W. Sierra Highway  
Ste 206  
Acton, CA 93510

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Telephone: (661) 434-1144  
Facsimile: (661) 434-1144

To Defendant:  
Roger G. Honey, Esq. (SBN: 173836)  
**LAW OFFICES OF ROGER G. HONEY, APC**  
25050 Avenue Kearny, Suite 202  
Valencia, CA 91355  
roger@rogerhoneylaw.com  
Telephone: (661) 388-4901  
Facsimile: (888) 577-3590

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Officer's Certificate. In conjunction with its execution of this Agreement, Defendant S&S Labor Force, Inc. must provide an officer's certificate from its CEO and CFO that they have determined, having made due inquiry, that with the benefit of a discounted settlement, S&S Labor Force, Inc. is and will remain after payment of the Settlement, solvent and adequately capitalized, and each officer foresees no need to commence any bankruptcy or state-law insolvency proceeding (e.g. assignment for benefit of creditors). All releases of officers, directors, and equity members are conditioned upon the payment in full and retention in full of the Gross Settlement Amount, and are null and void if Defendant fails to pay it in full (including, but not limited to, by reason of its bankruptcy) or if any or all of any amounts paid are avoided (clawed back) for the benefit of any bankruptcy estate. In the event that Defendant fails to make any installment payment or defaults on payments required by the Settlement Agreement, the CEO shall be personally liable for any unpaid amounts owed under the terms of the Settlement


1 Agreement, including any statutory interest and reasonable attorney's fees incurred as a result of  
2 any breach of the Settlement Agreement.

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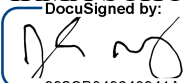
Dated: 09 / 22 / 2025

By:   
EMMANUEL TURNER

Dated: 09 / 22 / 2025


By:   
IRMA SCHOT

Dated: 10/7/2025

By:   
John McKillop  
President  
S&S Labor Force, Inc.

PAYTON EMPLOYMENT LAW PC

Dated: 09/22/2025

By:   
CHANTAL RENEE MCCOY  
PAYTON, Attorneys for Plaintiff,  
IRMA SCHOT, EMMANUEL  
TURNER, and all others similarly  
situated

LAW OFFICES OF ROGER G. HONEY

Dated: 10/08/2025

By:   
ROGER G. HONEY, Attorneys for  
Defendant, S&S Labor Force, Inc.

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# **EXHIBIT A**

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

3 (Case name: Schot and Turner, et al. v. S&S Labor Force, Inc., et al. and number  
4 22STCV11969)

5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***  
6 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer.***  
7 ***You are not being sued.***

8 **You may be eligible to receive money** from an employee class action lawsuit (“this  
9 Action”) against S&S Labor Force, Inc. (“Defendant”) for alleged wage and hour violations. This  
10 Action was filed by two of Defendant’s employees, Irma Schot and Emmanuel Turner (jointly  
11 “Plaintiffs”) and seeks payment of wages and other relief for a class of hourly, nonexempt  
12 employees (“Class Members”) who worked for Defendant during the Class Period (April 8, 2018,  
13 to July 1, 2024).

14 The proposed Settlement is a Class Settlement requiring Defendant to fund Individual  
15 Class Payments.

16 Based on Defendant’s records, and the Parties’ current assumptions, **your Individual**  
17 **Class Payment is estimated to be \$\_\_\_ (less withholding).** The actual amount you may receive  
18 likely will be different and will depend on a number of factors. )

19 The above estimates are based on Defendant’s records showing that **you worked \_\_\_**  
20 **Workweeks** during the Class Period. If you believe that you worked more Workweeks, you can  
21 submit a challenge by the deadline date. See Section 4 of this Notice.

22 The Court has already preliminarily approved the proposed Settlement and approved this  
23 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are  
24 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have  
25 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to  
26 finally approve the Settlement and how much of the Settlement will be paid to each Plaintiff and  
27 his/her attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that  
28 requires Defendant to make payments under the Settlement and requires Class Members and  
Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under  
the Settlement:

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

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class  
Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the

1 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class  
2 Payment. You will, however, preserve your right to personally pursue Class Period wage claims  
3 against Defendant.

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

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

7 <b>You Don't Have to Do 8 Anything to Participate 9 in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
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10 <b>You Can Opt-out of the 11 Class Settlement</b>  12 <b>The Opt-out Deadline is</b> ____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
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13 <b>Participating Class 14 Members Can Object to 15 the Class Settlement</b>  16 <b>Written Objections 17 Must be Submitted by</b> ____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and each Plaintiff who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
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18 <b>You Can Participate in 19 the ____ Final Approval 20 Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on ____ . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
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<p>1 <b>You Can Challenge the</b>  2 <b>Calculation of Your</b>  3 <b>Workweeks</b></p> <p>4 <b>Written Challenges</b>  5 <b>Must be Submitted by</b>  6 _____</p>	<p>The amount of your Individual Class Payment depend on how many Workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.</p>
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7 **1. WHAT IS THIS ACTION ABOUT?**

8 Plaintiffs are former employees of Defendant. This Action accuses Defendant of violating California labor laws by its failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate and itemized wage statements, failure to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, and unfair competition under Business & Professions Code sections 17200, *et seq.* and related violations of the Labor Code. Plaintiffs are represented by attorneys in this Action: Chantal McCoy Payton and Johnny Darnell Griggs of Payton Employment Law PC (“Class Counsel.”)

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

15 **2. WHAT DOES IT MEAN THAT THIS ACTION HAS SETTLED?**

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

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

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

2 1. Defendant will pay \$245,000.00 as the Gross Settlement Amount (Gross  
3 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by  
4 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the  
5 Individual Class Payments, Class Representative Service Payments, Class Counsel’s attorney’s  
6 fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval,  
7 Defendant will fund the Gross Settlement as follows: within thirty (30) calendar days of the  
8 Court’s final approval order granting Plaintiffs’ motion for final approval. The Judgment will be  
9 final on the date the Court enters Judgment, or a later date if Participating Class Members object  
10 to the proposed Settlement or the Judgment is appealed.

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

15 A. Up to \$75,950.00 (31% of the Gross Settlement to Class Counsel for  
16 attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have  
17 worked and incurred expenses on the Actions without payment.

18 B. Up to \$10,000.00 as a Class Representative Award to each Plaintiff for  
19 filing the Actions, working with Class Counsel and representing the Class. A Class Representative  
20 Award will be the only monies each Plaintiff will receive other than his/her Individual Class  
21 Payment.

22 C. Up to \$14,900.00 to the Administrator for services administering the  
23 Settlement.

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

26 Based on its records, Defendant estimates that, as of July 1, 2024, (1) there are  
27 approximately 1,438 Class Members and 33,440 total Workweeks during the period of April 8,  
28 2018 through July 1, 2024. Before the Parties seek or a Party seeks Court approval of the  
Settlement, the Administrator will advise Plaintiffs’ counsel of Defendant’s report of the total  
number of Workweeks during the Class Period.

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

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking  
the Court to approve an allocation of 25.00% of each Individual Class Payment to taxable wages  
 (“Wage Portion”) and 75.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion

1 is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay  
2 employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage  
Portions of the Individual Class Payments on IRS 1099 Forms.

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

7 5. Need to Promptly Cash Payment Checks. The front of every check issued for  
8 Individual Class Payments will show the date when the check expires (the void date). If you don't  
9 cash the check by the void date, your check will be automatically cancelled, and the monies will  
be deposited with the California Controller's Unclaimed Property Fund in your name.

10 If the monies represented by your check is sent to the Controller's Unclaimed Property,  
you should consult the rules of the Fund for instructions on how to retrieve your money.

11 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated  
12 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the  
13 Administrator in writing, not later than \_\_\_\_, that you wish to opt-out. The easiest way to notify  
14 the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_ Response  
15 Deadline. The Request for Exclusion should be a letter from a Class Member or his/her  
16 representative setting forth a Class Member's name, present address, telephone number, and a  
simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,  
Non-Participating Class Members) will not receive Individual Class Payments, but will preserve  
their rights to personally pursue wage and hour claims against Defendant.

17 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is  
18 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a  
19 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs  
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not  
20 pay any money and Class Members will not release any claims against Defendant.

21 8. Administrator. The Court has appointed a neutral company, Apex Class Action  
22 LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class  
23 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges  
over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks  
24 necessary to administer the Settlement. The Administrator's contact information is contained in  
Section 9 of this Notice.

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

1 related entities for wages based on the Class Period facts as alleged in the Actions and resolved  
2 by this Settlement.

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

4 All Participating Class Members, on behalf of themselves and their respective former and  
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
6 release Released Parties from (i) all claims that were alleged, or reasonably could have  
7 been alleged, based on the Class Period facts stated in the First Amended Complaint and  
8 ascertained in the course of the Actions including failure to pay overtime wages, failure  
9 to pay minimum wages, failure to provide accurate and itemized wage statements, failure  
10 to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure  
11 to indemnify for expenditures or losses in discharge of duties, failure to pay wages  
12 promptly upon termination, and unfair competition under Business & Professions Code  
13 sections 17200, *et seq.* and related allegations. Except as set forth in Section 5.2 of the  
14 Settlement Agreement, Participating Class Members do not release any other claims,  
15 including claims for vested benefits, wrongful termination, violation of the Fair  
16 Employment and Housing Act, unemployment insurance, disability, social security,  
17 workers' compensation, or claims based on facts occurring outside the Class Period.

#### 12 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

17 2. Workweek/Pay Period Challenges. The number of Class Workweeks you worked  
18 during the Class Period, as recorded in Defendant's records, are stated in the first page of this  
19 Notice. You have until \_\_\_ to challenge the number of Workweeks credited to you. You can  
20 submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.  
21 Section 9 of this Notice has the Administrator's contact information.

22 You need to support your challenge by sending copies of pay stubs or other records. The  
23 Administrator will accept Defendant's calculation of Workweeks based on Defendant's records  
24 as accurate unless you send copies of records containing contrary information. You should send  
25 copies rather than originals because the documents will not be returned to you. The Administrator  
26 will resolve Workweek challenges based on your submission and on input from Class Counsel  
27 (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The  
28 Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### 24 5. HOW WILL I GET PAID?

25 Within thirty (30) calendar days of the Court's final approval order, Defendant shall pay  
26 the entire Gross Settlement amount. Within fifteen (15) calendar days of Defendant's payment  
27 of the entire Gross Settlement amount, the Administrator will distribute the Individual Class  
28

1 Payments, Class Representative Service Payments, the Class Counsel Fees Payment, the Class  
2 Counsel Litigation Expenses Payment, and the Administrator's expenses.

3 1. Participating Class Members. After Defendant pays the Gross Settlement Amount,  
4 the Administrator will send, by U.S. mail, a single check to every Participating Class Member  
(i.e., every Class Member who doesn't opt-out).

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

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

8 Submit a written and signed letter with your name, present address, telephone number, and a  
9 simple statement that you do not want to participate in the Settlement. The Administrator will  
10 exclude you based on any writing communicating your request be excluded. Be sure to personally  
11 sign your request, identify this Action as Schot and Turner, et al. v. S&S Labor Force, Inc., et al.,  
12 Case No.: 22STCV11969, and include your identifying information (full name, address,  
13 telephone number, approximate dates of employment, and social security number for verification  
purposes). You must make the request yourself. If someone else makes the request for you, it will  
14 not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_, or it will  
be invalid.** Section 9 of the Notice has the Administrator's contact information.

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

16 Only Participating Class Members have the right to object to the Settlement. Before deciding  
17 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to  
18 approve. At least \_\_\_\_ days before the \_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs  
19 will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons  
20 why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service  
21 Award stating: (i) the amount Class Counsel is requesting for attorneys' fees and litigation  
expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service  
Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of  
this Notice) will send you copies of these documents at no cost to you. You can also view them  
on Class Counsel's Website (<https://www.paytonemploymentlaw.com>) or the Court's website  
(<https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>).

22 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
23 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
24 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to  
the Administrator is \_\_\_\_.** Be sure to tell the Administrator what you object to, why you object,  
25 and any facts that support your objection. Make sure you identify this Action, *Turner and Irma  
Schot v. S&S Labor Force, Inc.*, Los Angeles County Superior Court No. 22STCV11969, and  
26 include your name, current address, telephone number, and approximate dates of employment for  
27  
28

1 Defendant and sign the objection. Section 9 of this Notice has the Administrator’s contact  
2 information.

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

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

7 You can, but don’t have to, attend the Final Approval Hearing on \_\_\_ at (time) in Department 9  
8 of the Los Angeles County Superior Court, located at Spring Street Court House, Civil Division,  
312 N. Spring St., Los Angeles, CA 90012 At the Hearing, the Judge will decide whether to grant  
9 Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class  
Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class  
10 Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to  
attend) either personally or virtually via ( <https://my.lacourt.org/laccwelcome>). Check the Court’s  
11 website for the most current information.

12 It’s possible the Court will reschedule the Final Approval Hearing. You should check Class  
13 Counsel’s website (<https://www.paytonemploymentlaw.com>) beforehand or contact Class  
Counsel to verify the date and time of the Final Approval Hearing.  
14

15 **9. HOW CAN I GET MORE INFORMATION?**

16 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the  
proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
17 Settlement documents is to go to Class Counsel’s website at  
(<https://www.paytonemploymentlaw.com>). You can also telephone or send an email to Class  
18 Counsel or the Administrator using the contact information listed below, or consult the Superior  
Court website by going to (<https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>)  
19 and entering the Case Number for this Action, Case No. 22STCV11969. You can also make an  
appointment to personally review court documents in the Clerk’s Office at the Spring Street Court  
20 House, Civil Division by calling (213) 310-7000.  
21

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

23 Class Counsel:

24 CHANTAL MCCOY PAYTON  
25 CPayton@PaytonEmploymentLaw.com  
26 JOHNNY DARNELL GRIGGS  
27 JGriggs@PaytonEmploymentLaw.com  
28 PAYTON EMPLOYMENT LAW PC

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3807 W. Sierra Highway, Ste 206  
Acton, CA 93510  
Telephone: (661) 434-1144  
Facsimile: (661) 434-1144

Administrator:

Name of Company: Apex Class Action LLC  
Email Address: admin@apexclassaction.com  
Mailing Address:  
Apex Class Action LLC  
18 Technology Drive, Suite 154  
Irvine, CA 92618  
Telephone: 800.355.0700

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

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

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

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