



1           1.8    “Class Data” means Class Member identifying information in Defendant’s  
2 possession including the Class Member’s name, last-known mailing address, Social Security  
3 number, and number of Class Period Workweeks and PAGA Pay Periods.

4           1.9    “Class Member” or “Settlement Class Member” means a member of the Class, as  
5 either a Participating Class Member or Non-Participating Class Member (including a Non-  
6 Participating Class Member who qualifies as an Aggrieved Employee).

7           1.10   “Class Member Address Search” means the Administrator’s investigation and  
8 search for current Class Member mailing addresses using all reasonably available sources, methods  
9 and means including, but not limited to, the National Change of Address database, skip traces, and  
10 direct contact by the Administrator with Class Members.

11          1.11   “Class Notice” means the Court Approved Notice Of Class Action Settlement And  
12 Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form,  
13 without material variation, attached as Exhibit A and incorporated by reference into this  
14 Agreement.

15          1.12   “Class Period” means the period from April 24, 2020 through the date of the court’s  
16 entry of Preliminary Approval of the Class Action Settlement in the instant matter, or April 26,  
17 2025, whichever occurs sooner.

18          1.13   “Class Representatives” means the named Plaintiff in the operative complaint in the  
19 Action seeking Court approval to serve as Class Representatives.

20          1.14   “Class Representatives Service Payment” means the payment to the Class  
21 Representatives for initiating the Action and providing services in support of the Action.

22          1.15   “Court” means the judge presiding over the Action (*Ritneshwar Sharma vs.*  
23 *McDonald Wholesale Co., et al.*, Sacramento County Superior Court, Case No. 24CV008067).

24          1.16   “Defendant” means McDonald Wholesale LLC.

25          1.17   “Defense Counsel” means Fisher & Phillips LLP.

26          1.18   “Effective Date” means the date by when both of the following have occurred:  
27 (a) the Court enters and serves a Judgment on its Order Granting Final Approval of the Settlement;  
28 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:

1 (a) the last date on which a notice of appeal from the Judgment may be filed, and none is filed; and  
2 (b) if a timely appeal from the Judgment is filed, the last of the following dates: (1) the last date by  
3 which a petition for review by the California Supreme Court of the California Court of Appeal's  
4 decision affirming the Judgment may be filed, and none is filed; (2) the last date by which a petition  
5 for a writ of certiorari to the United States Supreme Court of a decision by the California Court of  
6 Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed;  
7 and (3) if a petition for review by the California Supreme Court, or a petition for a writ of certiorari  
8 to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's  
9 decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing  
10 court renders its decision denying the petition (where the immediately lower court affirmed the  
11 Judgment) or affirming the Judgment.

12 1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

13 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final  
14 Approval of the Settlement.

15 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final  
16 Approval of the Settlement.

17 1.22 "Gross Settlement Amount" means Three Hundred Fifty Thousand Dollars and Zero  
18 Cents (\$350,000) which is the total amount Defendant agrees to pay under the Settlement except  
19 as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual  
20 Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees,  
21 Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

22 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share  
23 of the Net Settlement Amount calculated according to the number of Workweeks worked during  
24 the Class Period.

25 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of  
26 25% of the PAGA Penalties calculated according to the number of pay periods worked during the  
27 PAGA Period.

28 1.25 "LWDA" means the California Labor and Workforce Development Agency.

1           1.26   “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
2 under Labor Code section 2699, subdivision (i).

3           1.27   “Net Settlement Amount” means the Gross Settlement Amount, less the following  
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
6 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
7 paid to Participating Class Members as Individual Class Payments.

8           1.28   “Non-Participating Class Member” means any Class Member who opts out of the  
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10          1.29   “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
11 performed work for Defendant for at least one shift during the PAGA Period.

12          1.30   “PAGA Period” means the period from April 24, 2023 through preliminary approval  
13 of Settlement, or on April 26, 2025, whichever occurs sooner.

14          1.31   “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

15          1.32   “PAGA Notice” means Plaintiff’s respective letter to Defendant and the LWDA  
16 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

17          1.33   “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from  
18 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA  
19 in settlement of PAGA claims.

20          1.34   “Participating Class Member” means a Class Member who does not submit a valid  
21 and timely Request for Exclusion from the Settlement.

22          1.35   “Plaintiff” means Ritneshwar Sharma, the named plaintiff in the Action.

23          1.36   “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of  
24 the Settlement.

25          1.37   “Released Class Claims” means the claims being released as described in Paragraph  
26 5.2 below.

27          1.38   “Released PAGA Claims” means the claims being released as described in  
28 Paragraph 5.3 below.

1           1.39 “Released Parties” means Defendant, including McDonald Wholesale Co.,  
2 McDonald Wholesale LLC, McDonald Holdings LLC, V&M Properties LLC, McDonald  
3 Investment Properties LLC, McDonald Wholesale 401(k) Plan, Thomsen Holdings LLC, and each  
4 of its and their former and present directors, officers, shareholders, owners, attorneys, insurers,  
5 predecessors, successors, assigns and any present and former parents, subsidiaries and affiliated  
6 companies or entities, and their respective officers, directors, employees, partners, shareholders and  
7 agents, and any other successors, assigns and legal representatives.

8           1.40 “Request for Exclusion” means a Class Member’s submission of a written request  
9 to be excluded from the Class Settlement signed by the Class Member.

10           1.41 “Response Deadline” means 60 days after the Administrator mails Notice to Class  
11 Members and Aggrieved Employees, and shall be the last date on which Class Members may:  
12 (a) mail Requests for Exclusion from the Settlement, or (b) mail his, her, or their Objection to the  
13 Settlement. Class Members to whom Notice Packets are resent after having been returned  
14 undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response  
15 Deadline has expired.

16           1.42 “Workweek” means any week during which a Class Member performed work for  
17 Defendant for at least one shift during the Class Period.

18 **2. RECITALS.**

19           2.1 On April 23, 2024, Plaintiff Ritneshwar Sharma commenced his action alleging  
20 causes of action against McDonald Wholesale Co. (*Ritneshwar Sharma vs. McDonald Wholesale*  
21 *Co., et al.*, Sacramento County Superior Court, Case No. 24CV008067). In this action, Plaintiff  
22 Ritneshwar Sharma alleged causes of action for (1) Failure to Pay Minimum and Straight Time  
23 Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to  
24 Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6)  
25 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for  
26 Expenditures; and (8) Violation of Cal. Business & Professions Code section 17200, *et seq.*  
27 Defendant denied and continues to deny the allegations in the Action, denied and continue to deny  
28

1 any failure to comply with the laws identified in the Operative Complaint and denied and continue  
2 to deny any and all liability for the causes of action alleged.

3 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice  
4 to Defendant and the LWDA by sending PAGA Notices.

5 2.3 On February 25, 2025, the Parties participated in an all-day mediation presided over  
6 by experienced wage and hour mediator Phillip Cha, Esq., which led to this Agreement to settle the  
7 Action.

8 2.4 Prior to mediation, Plaintiff obtained employee timekeeping records, applicable  
9 policies, counts of current and former employees, workweeks and pay periods in the Class Period  
10 and PAGA Period, and a copy of available arbitration agreements for putative class members.  
11 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*  
12 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*  
13 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

14 **3. MONETARY TERMS.**

15 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below,  
16 Defendant promises to pay Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00)  
17 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll  
18 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation  
19 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph  
20 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
21 without asking or requiring Participating Class Members or Aggrieved Employees to submit any  
22 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

23 3.2 Payments from the Gross Settlement Amount. The Administrator will make and  
24 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the  
25 Court in the Final Approval Order:

26 3.2.1 To Plaintiff: Class Representative Service Payment to the Class  
27 Representative of up to a total of \$10,000.00 to be allocated among Plaintiff in an amount to be  
28 decided by Plaintiff's Counsel, subject to Court approval (in addition to any Individual Class

1 Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as  
2 Participating Class Members). Defendant will not oppose Plaintiff's request for a Class  
3 Representative Service Payment that does not exceed this amount. As part of the motion for Class  
4 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval  
5 for any Class Representative Service Payment no later than 16 court days prior to the Final  
6 Approval Hearing. If the Court approves a Class Representative Service Payment less than the  
7 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
8 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff  
9 assumes full responsibility and liability for employee taxes owed on the Class Representative  
10 Service Payment.

11           3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of  
12 the Gross Settlement Amount, which is currently estimated to be \$116,666.66 and a Class Counsel  
13 Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for  
14 these payments provided that they do not exceed these amounts. Plaintiff and Class Counsel will  
15 file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than  
16 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees  
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the  
18 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall  
19 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any  
20 portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.  
21 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment  
22 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for  
23 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment  
24 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy  
25 regarding any division or sharing of any of these Payments.

26           3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed  
27 \$15,000 except for a showing of good cause and as approved by the Court. To the extent the  
28

1 Administration Expenses are less or the Court approves payment less than \$15,000 the  
2 Administrator will retain the remainder in the Net Settlement Amount.

3 3.2.4 To Each Participating Class Member: An Individual Class Payment  
4 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
5 by all Participating Class Members during the Class Period, and (b) multiplying the result by each  
6 Participating Class Member's Workweeks.

7 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of  
8 each Participating Class Member's Individual Class Payment will be allocated to  
9 settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject  
10 to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%)  
11 of each Participating Class Member's Individual Class Payment will be allocated to  
12 settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-  
13 Wage Portions are not subject to wage withholdings and will be reported on IRS  
14 1099 Forms. Participating Class Members assume full responsibility and liability  
15 for any employee taxes owed on their Individual Class Payment.

16 3.2.4.2 Effect of Non-Participating Class Members on Calculation of  
17 Individual Class Payments. Non-Participating Class Members will not receive any  
18 Individual Class Payments. The Administrator will retain amounts equal to their  
19 Individual Class Payments in the Net Settlement Amount for distribution to  
20 Participating Class Members on a pro rata basis.

21 3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the  
22 amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75%  
23 (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00)  
24 allocated to the Individual PAGA Payments.

25 3.2.4.4 The Administrator will calculate each Individual PAGA Payment by  
26 (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
27 (\$3,750.00) by the total number of PAGA Period Pay Periods worked by all  
28 Aggrieved Employees during the PAGA Period, and (b) multiplying the result by

1 each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees  
2 assume full responsibility and liability for any taxes owed on their Individual PAGA  
3 Payment. Each Aggrieved Employees' and the Labor and Workforce Development  
4 Agency Payment will be allocated as non-wages (for alleged penalties) for which  
5 IRS Forms 1099-MISC will be issued.

6 3.2.4.5 If the Court approves PAGA Penalties of less than the amount  
7 requested, the Administrator will allocate the remainder to the Net Settlement  
8 Amount. The Administrator will report the Individual PAGA Payments on IRS  
9 1099 Forms.

#### 10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1 Class Workweeks. Based on a review of their records, Defendant estimated there  
12 were a total of approximately 8,069 Workweeks in the Class Period. If the number of workweeks  
13 increases by more than 10%, or 8,876 workweeks, during the Class Period, then the Settlement  
14 Amount will be increased on a pro-rata basis for any workweek added above the 10% increase. For  
15 example, if the number is 11% higher, the Settlement Amount will be increased by 1%. In the  
16 alternative, Defendant may, in their sole discretion, cut off the PAGA and Class Period when 8,876  
17 workweeks are reached in the Class Period in lieu of a pro-rata increase in the Settlement Amount  
18 where the number of workweeks exceed 10%.

19 4.2 Class Data. Not later than 20 business days after the Court grants and serves  
20 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,  
21 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of  
23 this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's  
24 employees who need access to the Class Data to effect and perform under this Agreement.  
25 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class  
26 Data omitted class member identifying information and to provide corrected or updated Class Data  
27 as soon as reasonably feasible. Without any extension of the deadline by which Defendant must  
28 send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best

1 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
2 Class Data.

3 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
4 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll  
5 taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds  
7 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
10 the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the  
11 Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall  
12 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual Class Payments  
14 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.  
15 Mail, postage prepaid. The face of each check shall prominently state the date (not less than  
16 180 days after the date of mailing) when the check will be voided. The Administrator will  
17 cancel all checks not cashed by the void date. The Administrator will send checks for  
18 Individual Settlement Payments to all Participating Class Members (including those for  
19 whom Class Notice was returned undelivered). The Administrator will send checks for  
20 Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class  
21 Members who qualify as Aggrieved Employees (including those for whom Class Notice  
22 was returned undelivered). The Administrator may send Participating Class Members a  
23 single check combining the Individual Class Payment and the Individual PAGA Payment.  
24 Before mailing any checks, the Settlement Administrator must update the recipients'  
25 mailing addresses using the National Change of Address Database.

26 4.4.2 The Administrator must conduct a Class Member Address Search for all  
27 other Class Members whose checks are returned undelivered without a United States Postal  
28 Service ("USPS") forwarding address. Within 7 days of receiving a returned check the

1 Administrator must re-mail checks to the USPS forwarding address provided or to an  
2 address ascertained through the Class Member Address Search. The Administrator need  
3 not take further steps to deliver checks to Class Members whose re-mailed checks are  
4 returned as undelivered. The Administrator shall promptly send a replacement check to any  
5 Class Member whose original check was lost or misplaced, requested by the Class Member  
6 prior to the void date.

7 4.4.3 For any Class Member whose Individual Class Payment check or Individual  
8 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall  
9 transmit the funds represented by such checks to the California Controller's Unclaimed  
10 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject  
11 to the requirements of Code of Civil Procedure section 384, subdivision (b), or if required  
12 by the Court to the following *cy pres* charitable entity: East Bay Community Law Center.

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

17 4.4.5 Administration of Taxes by the Settlement Administrator. The Settlement  
18 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,  
19 Class Members receiving payments from the Labor and Workforce Development Agency  
20 Payment, and Class Counsel any W-2, 1099, or other tax forms as may be required by law  
21 for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be  
22 responsible for forwarding all payroll taxes and penalties to the appropriate government  
23 authorities.

24 4.4.6 Tax Liability. Defendant makes no representation as to the tax treatment or  
25 legal effect of the payments called for hereunder, and Plaintiff and Participating Class  
26 Members are not relying on any statement, representation, or calculation by Defendant or  
27 by the Settlement Administrator in this regard.

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1           4.4.7 Circular 230 Disclaimer. Each party to this agreement (for purposes of this  
2 section, the “acknowledging party” and each party to this agreement other than the  
3 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of  
4 this agreement, and no written communication or disclosure between or among the parties  
5 or their attorneys and other advisers, is or was intended to be, nor will any such  
6 communication or disclosure constitute or be construed or be relied upon as, tax advice  
7 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as  
8 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
9 independent legal and tax counsel for advice (including tax advice) in connection with this  
10 agreement, (b) has not entered into this agreement based upon the recommendation of any  
11 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon  
12 any communication or disclosure by any attorney or adviser to any other party to avoid any  
13 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser  
14 to any other party has imposed any limitation that protects the confidentiality of any such  
15 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally  
16 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure  
17 of any transaction, including any transaction contemplated by this agreement.

18 **5. RELEASES OF CLAIMS.** As of the Effective Date, Plaintiff, Class Members, Aggrieved  
19 Employees will release claims against all Released Parties as follows:

20           5.1 Plaintiff’s Release. Plaintiff, and their respective former and present spouses,  
21 representatives, agents, attorneys, heirs, administrators, successors and assigns, generally release  
22 and discharge Released Parties from all claims, transactions or occurrences including, but not  
23 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
24 contained in the Operative Complaint and that in anyway relate to Plaintiff’s employment with  
25 Defendant and cessation thereof, and (b) all PAGA claims that were, or reasonably could have  
26 been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, or  
27 ascertained during the Action and released under 5.2, below (“Plaintiff’s Release”). Plaintiff’s  
28 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for

1 vested benefits, unemployment benefits, disability benefits, social security benefits, or workers'  
2 compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different  
3 from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree,  
4 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding  
5 such different or additional facts or Plaintiff's discovery of them.

6           5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes  
7 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and  
8 benefits, if any, of section 1542 of the Civil Code, which reads: **A GENERAL RELEASE  
9 DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING  
10 PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
11 THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM  
12 OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
13 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

14           5.2 Release by Participating Class Members: All Participating Class Members, on  
15 behalf of themselves and their respective former and present representatives, agents, attorneys,  
16 heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were  
17 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint  
18 or the LWDA Notices, including any and all claims that Defendant failed to pay all wages due,  
19 including minimum wages and overtime, including but not limited to at the regular rate or failing  
20 to pay for time spent in security checklines, or rounding; failed to provide sick pay at the regular  
21 rate, failed to provide meal and rest periods; pay meal and rest period premiums, including at the  
22 regular rate of pay; failed to pay reporting time pay; failed to furnish accurate itemized wage  
23 statements; failed to keep accurate records; or failed to pay all wages due to discharged employees.  
24 The released claims include but are not limited to claims for wages, statutory penalties, civil  
25 penalties, attorneys' fees and costs, interest, or other relief brought under California Labor Code  
26 sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197,  
27 1197.1, 1198, 2699 et seq., and 2802, California Business and Professions Code sections 17200-  
28 17208, and the corresponding Industrial Welfare Commission Wage Orders.

1 Plaintiff agrees to file an amended PAGA Letter to the Labor Workforce Development  
2 Agency (“LWDA”), revising Plaintiff’s prior PAGA Letter to the LWDA submitted in order to  
3 exhaust administrative remedies to bring PAGA claims under Labor Code section 2698, et seq. The  
4 purpose of the amended PAGA Letter will be to facilitate the settlement and release of the specific  
5 claims for alleged violation of the following Labor Code sections: 218.5, 218.6, 226.3, 512, and  
6 1194.2.

7 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

8 Plaintiff, on behalf of the LWDA, and all Non-Participating Class Members who are Aggrieved  
9 Employees, are deemed to release, on behalf of themselves and their respective former and present  
10 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released  
11 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
12 alleged, based on the facts stated in the Operative Complaint, or the LWDA Notices, including any  
13 and all claims that Defendant failed to pay all wages due, including minimum wages and overtime,  
14 including but not limited to at the regular rate or failing to pay for time spent in security checklines,  
15 or rounding; failed to provide sick pay at the regular rate; failed to provide meal and rest periods;  
16 failed to pay meal and rest period premiums, including at the regular rate of pay; failed to pay  
17 reporting time pay; failed to furnish accurate itemized wage statements; failed to keep accurate  
18 records; or failed to pay all wages due to discharged employees. The released claims include but  
19 are not limited to claims for statutory penalties under PAGA for violations of California Labor  
20 Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2,  
21 1197, 1197.1, 1198, 2699 et seq., and 2802, California Business and Professions Code sections  
22 17200-17208, and the Industrial Welfare Commission Wage Orders.

23 **6. MOTION FOR PRELIMINARY APPROVAL.**

24 Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for  
25 Preliminary Approval”).

26 6.1 Plaintiff will prepare and deliver to Defense Counsel all documents necessary for  
27 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support,  
28 of the Motion for Preliminary Approval that includes an analysis of the Settlement under

1 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699,  
2 subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval of Class Action  
3 Settlement and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed  
4 declaration from the Administrator attaching its “not to exceed” bid for administering the  
5 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting  
6 the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds  
7 or other misfeasance; and (v) a signed declaration from Class Counsel attesting to their respective  
8 competency to represent the Class Members; their timely transmission to the LWDA of all  
9 necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative  
10 Complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)).

11 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously  
12 finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full  
13 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
14 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.  
15 Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

16 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or  
19 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
22 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the  
23 Court’s concerns.

24 **7. SETTLEMENT ADMINISTRATION.**

25 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action  
26 Administrators to serve as the Administrator and verified that, as a condition of appointment,  
27 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
28 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and

1 their Counsel represent that they have no interest or relationship, financial or otherwise, with the  
2 Administrator other than a professional relationship arising out of prior experiences administering  
3 settlements.

4 7.2 Employer Identification Number. The Administrator shall have and use its own  
5 Employer Identification Number for purposes of calculating payroll tax withholdings and providing  
6 reports to state and federal tax authorities.

7 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
8 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation  
9 section 468B-1.

10 7.4 Notice to Class Members.

11 7.4.1 No later than three (3) business days after receipt of the Class Data, the  
12 Administrator shall notify Class Counsel that the list has been received and state the number  
13 of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

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

23 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class  
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
25 Notice using any forwarding address provided by the USPS. If the USPS does not provide  
26 a forwarding address, the Administrator shall conduct a Class Member Address Search, and  
27 re-mail the Class Notice to the most current address obtained. The Administrator has no  
28

1 obligation to make further attempts to locate or send Class Notice to Class Members whose  
2 Class Notice is returned by the USPS a second time.

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

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

17 7.5 Requests for Exclusion (Opt-Outs).

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

26 7.5.2 If the Administrator has reason to question the authenticity of a Request for  
27 Exclusion, the Administrator may demand additional proof of the Class Member's identity.  
28

1 The Administrator's determination of authenticity shall be final and not appealable or  
2 otherwise susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid Request for  
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to  
5 all benefits and bound by all terms and conditions of the Settlement, including the  
6 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
7 regardless of whether the Participating Class Member actually receives the Class Notice or  
8 objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion  
10 is a Non-Participating Class Member and shall not receive an Individual Class Payment or  
11 have the right to object to the class action components of the Settlement. Because PAGA  
12 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class  
13 Members who are Aggrieved Employees are deemed to release the claims identified in  
14 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

26 7.7 Objections to Settlement.

27 7.7.1 Only Participating Class Members may object to the class action  
28 components of the Settlement and/or this Agreement, including contesting the fairness of

1 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
2 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

3 7.7.2 Participating Class Members may send written objections to the  
4 Administrator, by mail. In the alternative, Participating Class Members may appear in  
5 Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval  
6 Hearing. A Participating Class Member who elects to send a written objection to the  
7 Administrator must do so not later than 60 days after the Administrator's mailing of the  
8 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-  
9 mailed).

10 7.7.3 Non-Participating Class Members have no right to object to any of the class  
11 action components of the Settlement.

12 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks  
13 to be performed or observed by the Administrator contained in this Agreement or otherwise.

14 7.8.1 Website and Toll-Free Number. The Administrator will establish and  
15 maintain and use a secure, non-public (log-in and password required) internet website to  
16 post information of interest to Class Members including the date, time and location for the  
17 Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary  
18 Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the  
19 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and  
20 Class Representative Service Payment, the Final Approval and the Judgment. The  
21 Administrator will also maintain and monitor a toll-free telephone number to receive Class  
22 Member calls.

23 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
24 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
25 Not later than 5 days after the expiration of the deadline for submitting Requests for  
26 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names  
27 and other identifying information of Class Members who have timely submitted valid  
28 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information

1 of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all  
2 Requests for Exclusion from Settlement submitted (whether valid or invalid).

3 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written  
4 reports to Class Counsel and Defense Counsel that, among other things, tally the number  
5 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
6 Exclusion (whether valid or invalid) received, objections received, challenges to  
7 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual  
8 Class Payments and Individual PAGA Payments (“Weekly Report”).

9 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the  
10 authority to address and make final decisions consistent with the terms of this Agreement  
11 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
12 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
13 challenge.

14 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which  
15 Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
16 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration  
17 suitable for filing in Court attesting to its due diligence and compliance with all of its  
18 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,  
19 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate  
20 Class Members, the total number of Requests for Exclusion from Settlement it received  
21 (both valid or invalid), the number of written objections and attach the Exclusion List. The  
22 Administrator will supplement its declaration as needed or requested by the Parties and/or  
23 the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in  
24 Court.

25 7.8.6 Final Report by Settlement Administrator. Within 10 days after the  
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will  
27 provide Class Counsel and Defense Counsel with a final report detailing its disbursements  
28 by employee identification number only of all payments made under this Agreement. At

1 least 15 days before any deadline set by the Court, the Administrator will prepare, and  
2 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
3 Court attesting to its disbursement of all payments required under this Agreement. Class  
4 Counsel is responsible for filing the Administrator's declaration in Court.

5 **8. DEFENDANT'S RIGHT TO WITHDRAW.**

6 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10%  
7 of the total of all Class Members, Defendant may, but are not obligated, to withdraw from the  
8 Settlement. The Parties agree that, if Defendant withdraw, the Settlement shall be void ab initio,  
9 have no force or effect whatsoever, and that neither Party will have any further obligation to  
10 perform under this Agreement; provided, however, Defendant will remain responsible for paying  
11 all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel  
12 and the Court of its election to withdraw not later than 7 days after the Administrator sends the final  
13 Exclusion List to Defense Counsel; late elections will have no effect.

14 **9. MOTION FOR FINAL APPROVAL.**

15 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will  
16 file in Court, a motion for final approval of the Settlement that includes a request for approval of  
17 the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval  
18 Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide  
19 drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion  
20 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in  
21 person, by email, or by telephone, and in good faith, to resolve any disagreements concerning the  
22 Motion for Final Approval.

23 9.1 Response to Objections. Each Party retains the right to respond to any objection  
24 raised by a Participating Class Member, including the right to file responsive documents in Court  
25 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
26 by the Court.

27 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
28 Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good faith  
2 to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.  
3 The Court's decision to award less than the amounts requested for the Class Representative Service  
4 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or  
5 Administrator Expenses Payment shall not constitute a material modification to the Agreement  
6 within the meaning of this paragraph.

7       9.3    Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,  
8 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of  
9 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,  
10 and (iii) addressing such post-Judgment matters as are permitted by law.

11       9.4    Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
12 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
13 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective  
14 counsel and all Participating Class Members who did not object to the Settlement as provided in  
15 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment  
16 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
17 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to  
18 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations  
19 to perform under this Agreement will be suspended until such time as the appeal is finally resolved  
20 and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
21 Settlement Amount.

22       9.5    Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the  
23 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material  
24 modification of this Agreement (including, but not limited to, the scope of release to be granted by  
25 Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
28 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify

1 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
2 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
3 as long as the Gross Settlement Amount remains unchanged.

4 **10. AMENDED JUDGMENT.**

5 If any amended judgment is required under Code of Civil Procedure section 384, the Parties  
6 will work together in good faith to jointly submit a proposed amended judgment.

7 **11. ADDITIONAL PROVISIONS.**

8 11.1 No Admission of Liability, Class Certification or Representative Manageability for  
9 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
10 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
11 any of the allegations in the Operative Complaint have merit or that Defendant have any liability  
12 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that  
13 Defendant's defenses in the Action have merit. The Parties agree that class certification and  
14 representative treatment is for purposes of this Settlement only. If for any reason the Court does  
15 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to  
16 contest certification of any class for any reasons, and Defendant reserves all available defenses to  
17 the claims in the Action, and Plaintiff reserves the right to move for class certification on any  
18 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and  
19 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in  
20 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and  
21 this Agreement).

22 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant  
23 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
24 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
25 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or  
26 indirectly, specifically or generally, to any person, corporation, association, government agency or  
27 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be  
28 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent

1 necessary to report income to appropriate taxing authorities; (4) in response to a court order or  
2 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
3 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,  
4 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense  
5 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
6 communication, before the filing of the Motion for Preliminary Approval, with any third party  
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
8 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s  
9 communications with Class Members in accordance with Class Counsel’s ethical obligations owed  
10 to Class Members.

11           11.3 No Solicitation. The Parties separately agree that they and their respective counsel  
12 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
13 from the Judgment.

14           11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
15 Agreement together with its attached exhibits shall constitute the entire agreement between the  
16 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
17 covenants or inducements made to or by any Party.

18           11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
20 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
21 terms, and to execute any other documents reasonably required to effectuate the terms of this  
22 Agreement including any amendments to this Agreement.

23           11.6 Cooperation. The Parties and their counsel will cooperate with each other and use  
24 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
25 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities  
26 as requested by the Court. In the event the Parties are unable to agree upon the form or content of  
27 any document necessary to implement the Settlement, or on any modification of the Agreement  
28

1 that may become necessary to implement the Settlement, the Parties will seek the assistance of a  
2 mediator and/or the Court for resolution.

3 11.7 No Prior Assignments. The Parties separately represent and warrant that they have  
4 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or  
5 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
6 or right released and discharged by the Party in this Settlement.

7 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel  
8 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part  
10 10, as amended) or otherwise.

11 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
12 modified, changed or waived only by an express written instrument signed by all Parties or their  
13 representatives and approved by the Court.

14 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
15 to the benefit of, the successors of each of the Parties.

16 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
17 governed by and interpreted according to the internal laws of the State of California, without regard  
18 to conflict of law principles.

19 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
21 Party was the drafter or participated in the drafting.

22 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders  
23 entered during the Action and in this Agreement relating to the confidentiality of information shall  
24 survive the execution of this Agreement.

25 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to  
26 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class  
27 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in  
28 connection with the Settlement, may be used only with respect to this Settlement, and no other

1 purpose, and may not be used in any way that violates any existing contractual agreement, statute  
2 or California Rules of Court rule. Not later than 90 days after the date when the Court discharges  
3 the Administrator's obligation to provide a Declaration confirming the final pay out of all  
4 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received  
5 from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant  
6 makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

7 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is  
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement  
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
11 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12 11.17 Notice. All notices, demands or other communications between the Parties in  
13 connection with this Agreement will be in writing and deemed to have been duly given as of the  
14 third business day after mailing by United States mail, or the day sent by email or messenger,  
15 addressed as follows:

16 To Plaintiff:

17 Arrash T. Fattahi, Esq.  
18 Arman A. Salehi, Esq.  
19 WILSHIRE LAW FIRM  
20 3055 Wilshire Blvd., 12<sup>th</sup> Floor  
21 Los Angeles, California 90010  
22 Telephone: (213) 784-3830  
23 Facsimile: (213) 381-9989  
24 arrash.fattahi@wilshirelawfirm.com  
25 arman.salehi@wilshirelawfirm.com

26 To McDonald Wholesale LLC:

27 Nathan K. Low, Esq.  
28 Jasper L. Hall, Esq.  
FISHER & PHILLIPS LLP  
One Montgomery Street, Suite 3400  
San Francisco, California 94104  
Telephone: (415) 490-9000  
Facsimile: (415) 490-9001  
nlow@fisherphillips.com  
jhall@fisherphillips.com

1           11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree  
3 that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to  
4 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire  
5 period of this settlement process.

6           11.19 Re-Open Proceedings. The Parties agree that, in the event the settlement is not  
7 approved by the Court (after additional good faith efforts from both Parties to obtain settlement  
8 approval), or if the settlement is terminated by either Party under the provisions of this Agreement,  
9 the Parties will request that the Court reopen proceedings within thirty (30) calendar days.

10           11.20 Execution in Counterparts. This Agreement may be executed in one or more  
11 counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this  
12 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
13 deemed to be one and the same instrument if counsel for the Parties will exchange between  
14 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
15 the existence and contents of this Agreement.

16 ACCEPTANCE BY PLAINTIFF

17 RITNESHWAR SHARMA

18 Signature: \_\_\_\_\_

19 Date: \_\_\_\_\_

21 ACCEPTANCE BY DEFENDANT

22 MCDONALD WHOLESALE LLC

23 **Kenny Martin**  
24 By: \_\_\_\_\_

25 Signature: *Kenny Martin*

26 Date: Apr 10, 2026

28

1           11.20 Execution in Counterparts. This Agreement may be executed in one or more  
2 counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this  
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
4 deemed to be one and the same instrument if counsel for the Parties will exchange between  
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
6 the existence and contents of this Agreement.

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ACCEPTANCE BY PLAINTIFF

DocuSigned by:  
 4/10/2026  
RITNESHWAR SHARMA Date: \_\_\_\_\_

ACCEPTANCE BY DEFENDANT

MCDONALD WHOLESALE LLC

By: \_\_\_\_\_

Signature: \_\_\_\_\_

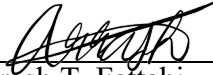
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**Approved as to Form by Counsel:**

WILSHIRE LAW FIRM

Date: 4/10/2026

By:   
Arrash T. Fattahi  
Arman A. Salehi  
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nathan K. Low  
Jasper L. Hall  
Attorneys for Defendant

1 **Approved as to Form by Counsel:**

2 WILSHIRE LAW FIRM

3 Date: \_\_\_\_\_

4 By: \_\_\_\_\_

5 Arrash T. Fattahi  
6 Arman A. Salehi  
7 Attorneys for Plaintiff

8 FISHER & PHILLIPS LLP

9 Date: April 10, 2026

10 By:  \_\_\_\_\_

11 Nathan K. Low  
12 Jasper L. Hall  
13 Attorneys for Defendant

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# **EXHIBIT A**

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

*Ritneshwar Sharma v. McDonald Wholesale Co.*, Sacramento County Superior Court,  
Case No. 24CV008067

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against McDonald Wholesale Co. (“McDonald”) for alleged wage and hour violations. The Action was filed by former McDonald employee Ritneshwar Sharma (“Plaintiff”) and seeks payment of back wages and other relief for a class of non-exempt, hourly-paid employees (“Class Members”) who worked for McDonald in California during the Class Period (April 24, 2020 to April 26, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt, hourly-paid employees who worked for McDonald in California during the PAGA Period April 24, 2023 to April 26, 2025) (“Aggrieved Employees”).

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

Based on McDonald’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to McDonald’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on McDonald’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for McDonald during the Class Period and/or the PAGA 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 to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against McDonald.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing no later than 45 days after the Administrator mails this Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against McDonald, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

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

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert wage claims against McDonald that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement, but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [date]</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. McDonald must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [date]</b></p>	<p>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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or</p>

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
<b>You Can Participate in the [date] Final Approval Hearing</b>	The Court’s Final Approval Hearing is scheduled to take place on [date]. 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.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by [date]</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to McDonald’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former McDonald employee. The Action accuses McDonald of violating California labor laws by failing to pay minimum and overtime wages, failing to provide meal periods and rest breaks, failing to pay wages due upon termination, failing to reimburse employees for expenditures, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC (“Class Counsel.”).

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

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

So far, the Court has made no determination whether McDonald or Plaintiff is correct on the merits. In the meantime, Plaintiff and McDonald hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and McDonald 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, McDonald does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) McDonald 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 and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. McDonald Will Pay \$350,000.00 as the Gross Settlement Amount (Gross Settlement). McDonald has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative's Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, McDonald will fund the Gross Settlement within 14 days of the Effective Date (as defined in the JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT AGREEMENT AND RELEASE). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. 1/3 of the Gross Settlement Amount, which is currently estimated to be \$116,666.66, to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to Plaintiff Ritneshwar Sharma for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

2. 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.
3. Taxes Owed on Payments to Class Members. Plaintiff and McDonald are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. McDonald will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and McDonald have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any 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.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to the non-profit organization, East Bay Community Law Center (the “Cy Pres” recipient).
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [date]. The Request for Exclusion should be a letter from a Class Member or his/her 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 McDonald.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against McDonald based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.

Plaintiff and McDonald have agreed that, in either case, the Settlement will be void: McDonald will not pay any money and Class Members will not release any claims against McDonald.

7. Administrator. The Court has appointed a neutral company, APEX Class Action Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and McDonald has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against McDonald or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, or the LWDA Notices, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including but not limited to at the regular rate or failing to pay for time spent in security checklines, or rounding; failed to provide sick pay at the regular rate, failed to provide meal and rest periods; pay meal and rest period premiums, including at the regular rate of pay; failed to pay reporting time pay; failed to furnish accurate itemized wage statements; failed to keep accurate records; or failed to pay all wages due to discharged employees. The released claims include but are not limited to claims for wages, statutory penalties, civil penalties, attorneys’ fees and costs, interest, or other relief brought under California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and 2802, California Business and Professions Code sections 17200-17208, and the corresponding Industrial Welfare Commission Wage Orders.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and McDonald has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against McDonald, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and

those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against McDonald or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff, on behalf of the LWDA, and all Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, or the LWDA Notices, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including but not limited to at the regular rate or failing to pay for time spent in security checklines, or rounding; failed to provide sick pay at the regular rate; failed to provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular rate of pay; failed to pay reporting time pay; failed to furnish accurate itemized wage statements; failed to keep accurate records; or failed to pay all wages due to discharged employees. The released claims include but are not limited to claims for statutory penalties under PAGA for violations of California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in McDonald's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

## 5. HOW WILL I GET PAID?

1. Participating Class Members. 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) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sharma v. McDonald Wholesale Co.*, Case No. 24CV008067, and include your identifying information (full name, address, 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 not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and McDonald are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiff is requesting as the Class

Representative's 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 the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sharma v. McDonald Wholesale Co.*, Case No. 24CV008067, and include your name, current address, telephone number, and approximate dates of employment for McDonald and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready 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.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 8A of the Sacramento County Superior Court, Tani G. Cantil-Sakauye Courthouse, located at 500 G Street, Sacramento, California 95814. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information (<https://www.saccourt.ca.gov>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [need details] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything McDonald and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [specify whose] at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 24CV008067.

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

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Settlement Administrator:

APEX Class Action Administrators  
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Telephone:

Defense Counsel:

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**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 will have no way to recover the money.

**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.