**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

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| ELLIS TROTTER and MILISSE SAUNDERS, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),<br><br>Plaintiffs,<br><br>vs.<br><br>PROPARK AMERICA WEST, LLC, a Connecticut limited liability company; PROPARK LA, LLC, a Connecticut limited liability company; PRO PARK, INC., a Connecticut corporation; and DOES 1 through 10, inclusive,<br><br>Defendants. | Case No.: 20CV365254<br><br>**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE** |

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiffs Ellis Trotter and Milisse Saunders ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly situated, the State of California, and the Labor Workforce and Development Agency ("LWDA") and Defendants Propark America West, LLC, Propark LA, LLC, and Propark, Inc. ("Defendants") (collectively with Plaintiffs, the "Parties").

**DEFINITIONS**

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

1. "Action" means *Trotter et al. v. Propark America West, LLC*, *et al.,* No. 20CV365254 (Santa Clara County Superior Court).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Four Hundred Thirty-Six Thousand Six Hundred Sixty-Seven Dollars ($436,667). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Thirty-Five Thousand Dollars ($35,000), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

3. "Class Counsel" means Capstone Law APC.

4. "Class Fund" means the amount equal to Forty Percent (40%) of the Net Settlement Amount that the Parties have agreed to pay to Participating Class Members.

5. "Class List" means a complete list of all Class Members that Defendants will diligently

and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's and PAGA Member's full name; most recent mailing address and telephone number; Social Security number; the respective number of Workweeks that each Class Member worked during the Class Period; the respective number of Pay Periods that each PAGA Member worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

6. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants as non-exempt, hourly paid employees in California during the Class Period, and who did not execute an arbitration agreement related to their employment with Defendants.

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

8. "Class Period" means the period from March 3, 2020 through November 2, 2024.

9. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Fifteen Thousand Dollars ($15,000), each.

10. "Court" means the Santa Clara County Superior Court.

11. "Defendants" means Defendants Propark America West, LLC, Propark LA, LLC, and Propark, Inc.

12. "Effective Date" means the date on which the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and their counsel; (b) the Court has entered an order granting Preliminary Approval of the Settlement; (c) the Class Notice has been mailed to the Class Members, and the Response Deadline has passed; (d) the Court has entered a Judgment approving the Settlement; (e) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Judgment; or (f) when any appeal, writ or other appellate

proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (g) when any appeal, writ or other appellate proceeding has upheld the Court's Judgment with no right to pursue further remedies or relief.

13. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

14. "Gross Settlement Amount" means the Gross Settlement Amount of One Million Three Hundred Ten Thousand Dollars ($1,310,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes the Net Settlement Amount, Attorneys' Fees and Costs, the Class Representative Enhancement Payments, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

15. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Class Fund and PAGA Fund.

16. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, and Settlement Administration Costs. There will be no reversion of the Net Settlement Amount to Defendants.

17. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

18. "PAGA Members" means all persons who worked for Defendants as non-exempt,

hourly paid employees in California during the PAGA Period.

19. "PAGA Period" means the period from March 3, 2020 through November 2, 2024.

20. "PAGA Settlement Amount" means the amount equal to Sixty Percent (60%) of the Net Settlement Amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with the settlement of Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%) of the PAGA Settlement Amount ("PAGA Fund") will be disbursed to PAGA Members, regardless whether they request to be excluded from the Settlement Class.

21. "Parties" means Plaintiffs and Defendants collectively.

22. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

23. "Pay Period(s)" means, consistent with the definition provided by Labor Code section 204, the number of pay periods during which each PAGA Member worked during the PAGA Period. All PAGA Members will be credited with at least one Pay Period during the PAGA Period.

24. "Plaintiffs" means Plaintiffs Ellis Trotter and Milisse Saunders.

25. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

26. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action that are asserted in the operative Complaint during the Class Period, or that reasonably could have been alleged, based on the facts alleged in the operative Complaint during the Class Period, including claims for violation of: (a) Labor Code §§ 510 and 1198 (unpaid overtime); (b) Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (c) Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) Labor Code §§ 226.7, 516, 1198 and California Code of Regulations Title 8, Section 3395 (failure to provide heat recovery periods); (f) Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (g) Labor Code §§ 201 and 202

(wages not timely paid upon termination); (h) Labor Code § 204 (failure to timely pay wages during employment); (i) Labor Code § 2802 (unreimbursed business expenses); (j) Business & Professions Code §§ 17200, *et seq.* (unlawful business practices) based on the preceding claims; and (k) Business & Professions Code §§ 17200, *et seq.* based on the preceding claims (unfair business practices).

27. "Released PAGA Claims" means all claims and/or causes of action for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the original complaint, first amended complaint, letter to the Labor and Workforce Development Agency, or which reasonably arise out or reasonably relate to such facts, whether known or unknown, including but not limited to claims for unpaid overtime, unpaid minimum wages, failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide heat recovery periods, non-compliant wage statements, failure to maintain payroll records, failure to timely pay wages upon termination and during employment, and unreimbursed business expenses.

28. "Released Parties" means Defendants, their past or present officers, directors, shareholders, agents, principals, employees, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

29. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

30. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which

the U.S. Postal Service is open.

31. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Fifteen Thousand Dollars ($15,000).

32. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. "Workweeks" means the number of workweeks each Class Member worked during the Class Period. All Class Members will be credited with at least one Workweek during the Class Period.

**TERMS OF AGREEMENT**

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

34. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of One Million Three Hundred Ten Thousand Dollars ($1,310,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments from the Class Fund and PAGA Fund; (b) the LWDA Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding Date").

35. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than Four Hundred Thirty-Six Thousand Six Hundred Sixty-Seven Dollars ($436,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty-Five Thousand Dollars ($35,000), both of which will be paid from the Gross Settlement Amount.

36. Class Representative Enhancement Payments. In exchange for a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for Class Representative Enhancement Payments of up to Fifteen Thousand Dollars ($15,000) to each Plaintiff. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

37. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars ($15,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

38. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the PAGA Settlement Amount will be designated for the satisfaction of Plaintiffs' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%) will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA Period.

39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

40. Class Fund. The entire Class Fund will be distributed to Participating Class Members. No portion of the Class Fund will revert to or be retained by Defendants.

41. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

42. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Class Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period, and the number of Pay Periods a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

42(a) Payments from the Class Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Class Fund, the Settlement Administrator will use the following formula: The Class Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire

Class Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Class Fund.

42(b) Payments from the PAGA Fund. Defendants will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members.

43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate or provide any basis for any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

44. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in

administration of the Settlement.

45. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

46. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Only Class Members will be mailed a Class Notice.

47. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will, within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

48. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member worked during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

49. Disputed Information on Class Notices. Class Members will have an opportunity to

dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

52. Class Escalator. The Class Fund is based on Defendant's representation that Class Members worked approximately Three Thousand Seven Hundred Sixty-Five (3,765) Workweeks as of the date of the mediation. In the event the qualifying workweeks worked by Class Members during the Class Period increase by more than Ten Percent (10%), Defendant shall have the option to either: (a) increase the Class Fund on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above Ten Percent (10%) (for example, if the number of Workweeks increases by 11%, the class settlement sum will increase by 1%); or (b) shorten the Class Period to ensure that no more than the represented number of Workweeks plus Ten Percent (10%) are covered by the Class Period.

53. PAGA Escalator. The PAGA Settlement Amount is based on Defendant's representation that PAGA Members worked approximately Eighty-Eight Thousand Three Hundred Thirty-Six (80,336) Pay Periods as of the date of mediation. In the event the number of Pay Periods worked by the PAGA Members increase by more than Ten Percent (10%), Defendant shall have the option to either (a) increase the PAGA Settlement Amount on a pro-rata basis equal to the percentage increase above Ten Percent (10%) (for example, if the number of pay periods increases by 11%, the PAGA Settlement Amount will increase by 1%) or (ii) shorten the PAGA Period to an earlier date at which only the represented number of pay periods plus Ten Percent (10%) are covered by the PAGA Period Pursuant to PAGA.

54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

55. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

56. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

57. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be

deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

58. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code of Civil Procedure section 384 to The Justice Gap Fund maintained by The State Bar of California. The Parties do not have a connection to or a relationship with The Justice Gap Fund that could reasonably create the appearance of impropriety as between the selection of The Justice Gap Fund as the recipient of the unclaimed residuals and the interests of the class.

61. Certification of Completion. Upon completion of administration of the Settlement, the

Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

62. Treatment of Individual Settlement Payments from the Class Fund. All Individual Settlement Payments from the Class Fund will be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Seventy-Five Percent (75%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

63. Treatment of Individual Settlement Payments from the PAGA Fund. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

65. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class

Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the LWDA Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

72. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

75. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

79. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

84. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

87. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations

between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

89. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

92. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

DocuSigned by:

Dated: 4/7/2025 Ellis Trotter

D066260B17D846D...

Ellis Trotter

**PLAINTIFF**

DocuSigned by:

Dated: 4/7/2025 Milisse Saunders

AA4311C32F8F407...

Milisse Saunders

**DEFENDANTS PROPARK AMERICA WEST, LLC, PROPARK LA, LLC, AND PROPARK, INC.**

Dated: ____________________

____________________

Please Print Name of Authorized Signatory between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

89. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: ______________________

______________________________
Ellis Trotter

**PLAINTIFF**

Dated: ______________________

______________________________
Milisse Saunders

**DEFENDANTS PROPARK AMERICA WEST, LLC, PROPARK LA, LLC, AND PROPARK, INC.**

Dated: 02/26/2025______________

______________________________
Courtney Keany, Chief Legal Officer

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: 04/07/2025

By: ______________________
Raul Perez
Attorneys for Plaintiff Ellis Trotter and Milisse Saunders

**LITTLER MENDELSON, P.C.**

Dated: ______________________

By: ______________________
Noah Woods
Attorneys for Defendants Propark America West, LLC, Propark LA, LLC, and Propark, Inc.

4932-2508-8005.1 / 107758-1001

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: ____________________

By: ______________________________
Raul Perez
Attorneys for Plaintiff Ellis Trotter and Milisse Saunders

**LITTLER MENDELSON, P.C.**

Dated: March 3, 2025

By: ______________________________
Noah Woods
Attorneys for Defendants Propark America West, LLC, Propark LA, LLC, and Propark, Inc.

4932-2508-8005.1 / 107758-1001

# Exhibit A

*Trotter v. Propark America West, LLC*, No. 20CV365254
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA CLARA
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully*

***Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***-***-*****

To: All persons who worked for Defendants Propark America West, LLC, Propark LA, LLC, and Propark, Inc. ("Defendants") as non-exempt, hourly paid employees in California during the period from March 3, 2020 through November 2, 2024, and who did not execute an arbitration agreement related to their employment with Defendants ("Class Members").

All persons who worked for Defendants as non-exempt, hourly paid employees in California during the period from from March 3, 2020 through November 2, 2024 ("PAGA Members").

On ________, the Honorable Theodore C. Zayner of the Santa Clara County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, <u>and therefore entitled to a payment from the settlement</u>.**

**Unless you choose to opt out of the settlement by following the procedures described below, <u>you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund</u>.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _.m. on __________, 2025 in Department 19 of the Santa Clara County Superior Court located at 161 N. 1st St., San Jose, California 95113. Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand: https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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

| | |
|---|---|
| **You Don't Have to Do Anything to Participate in the Settlement** | If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Class Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the same facts alleged in the Action during the Class Period. |

| | |
|---|---|
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Opt-out Deadline is [DATE]** | If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Class Fund and will not be bound by the terms of the proposed class settlement.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period. |
| **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement**<br><br>**Written Objections Must be Submitted by [DATE]** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement. |
| **You Can Participate in the [DATE] Final Approval Hearing** | The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 19 of the Santa Clara County Superior Court located at 161 N. 1st St., San Jose, California 95113. 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.<br><br>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Class Fund and you will be bound by the terms of the Settlement and Release. |

## Summary of the Litigation

Plaintiffs Ellis Trotter and Milisse Saunders, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 27, 2024, the parties participated in a mediation with Daniel Turner, Esq., an experienced and well-respected class action mediator. With Mr. Turner's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

**Summary of The Proposed Settlement Terms**

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $1,310,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members (i.e., Class Members who do not opt out) and PAGA Members; (2) Class Representative Enhancement Payments of $15,000, each, to Ellis Trotter and Milisse Saunders for their services on behalf of the class and the LWDA, and for a release of all claims arising out of their employment with Defendants; (3) $436,667 in attorneys' fees and up to $35,000 in litigation costs and expenses; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $_. After deducting the above payments, a total of approximately $_ ("Net Settlement Amount") will be allocated to Class Members, PAGA Members, and the California Labor and Workforce Development Agency ("LWDA") as follows: 60% of the Net Settlement Amount will be allocated toward the settlement of Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") ("PAGA Settlement Amount"), and 40% will be allocated to Participating Class Members ("Class Fund"). Pursuant to PAGA, 75% of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and 25% of the PAGA Settlement Amount ("PAGA Fund") will be disbursed to PAGA Members.

**Payments from the Class Fund**. Defendants will calculate the total number of Workweeks worked by each Class Member from March 3, 2020 through November 2, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Class Fund, the Settlement Administrator will use the following formula: The Class Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Class Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Class Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Class Fund is approximately $_____.

**Payments from the PAGA Fund**. Defendants will calculate the total number of Pay Periods worked by each PAGA Member from March 3, 2020 through November 2, 2024 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately $_____.

**Your Estimated Payment**: Based on the above, your estimated payment from the settlement is approximately $_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____________
Fax No. __________

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

__**Taxes on Settlement Payments**__. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

## __Your Options Under the Settlement__

**Option 1 –** ***Automatically Receive a Payment from the Settlement***

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendants fully fund the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims during the Class Period, and if you are also a PAGA Member, the Released PAGA Claims during the PAGA Period:

> **Released Class Claims**: All claims, rights, demands, liabilities, and causes of action that are asserted in the operative Complaint during the Class Period, or that reasonably could have been alleged, based on the facts alleged in the operative Complaint during the Class Period, including claims for violation of: (a) Labor Code §§ 510 and 1198 (unpaid overtime); (b) Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (c) Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) Labor Code §§ 226.7, 516, 1198 and California Code of Regulations Title 8, Section 3395 (failure to provide heat recovery periods); (f) Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (g) Labor Code §§ 201 and 202 (wages not timely paid upon termination); (h) Labor Code § 204 (failure to timely pay wages during employment); (i) Labor Code § 2802 (unreimbursed business expenses); (j) Business & Professions Code §§ 17200, *et seq.* (unlawful business practices) based on the preceding claims; and (k) Business & Professions Code §§ 17200, *et seq.* based on the preceding claims (unfair business practices).

> **Released PAGA Claims**: All claims and/or causes of action for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the original complaint, first amended complaint, letter to the Labor and Workforce Development Agency, or which reasonably arise out or reasonably relate to such facts, whether known or unknown, including but not limited to claims for unpaid overtime, unpaid minimum wages, failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide heat recovery periods, non-compliant wage statements, failure to maintain payroll records, failure to timely pay wages upon termination and during employment, and unreimbursed business expenses.

**Option 2 –** ***Opt Out of the Settlement***

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action

Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o ____________
_______________

The Request for Exclusion must be postmarked or faxed not later than _________, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _________, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Class Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

**Option 3 – *Object to the Settlement***
If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than ________________2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _________________________ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Santa Clara and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

## Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
**Capstone Law APC**
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 507-1817

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.