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Attorneys for Plaintiff SERGIO ABUNDIS

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

SERGIO ABUNDIS, on behalf of himself  
and on behalf of all persons similarly situated,

Plaintiffs,

v.

IMAGE 2000, a California Corporation; and  
DOES 1-50, Inclusive,

Defendants.

Case No. 21STCV19193

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Palazuelos  
Dept.: 9

Hearing Date: March 3, 2022  
Hearing Time: 10:00 a.m.

1 This matter having come before the Honorable Judge Palazuelos of the Superior Court of the  
2 State of California, in and for the County of Los Angeles, at 10:00 a.m. on March 3, 2022, with Jean-  
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, as counsel for Plaintiff SERGIO ABUNDIS  
4 (“Plaintiff”), and Doug Leach, Esq. of Medina McKelvey, LLP appearing for Defendant IMAGE  
5 2000 (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of  
6 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS  
7 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims  
10 and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct copy of which is  
11 attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Settlement  
12 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of  
13 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
15 defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that  
17 Defendants shall pay is Four Hundred and Seventy-Five Thousand Dollars (\$475,000). It appears to  
18 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and  
19 reasonable as to the entire Settlement Class when balanced against the probable outcome of further  
20 litigation relating to certification, liability, and damages issues. It further appears that investigation  
21 and research have been conducted such that counsel for the Parties are able to reasonably evaluate  
22 their respective positions. It further appears to the Court that settlement at this time will avoid  
23 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented  
24 by the further prosecution of the litigation. It further appears that the Settlement has been reached as  
25 the result of intensive, serious, and non-collusive arms-length negotiations.

26 4. The Court preliminarily finds that the Settlement appears to be within the range of  
27 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Settlement Class are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Agreement specifies for an award of Attorneys' Fee and Costs in the amount of up to one-third of the Total Settlement Amount for attorneys' fees, currently estimated \$158,333.33) **and** an award of litigation expenses incurred not to exceed \$20,000.00 and proposed Class Representative Service Award to the Class Representative, Sergio Abundis, in an amount not to exceed \$5,000.00. While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Settlement Class:

“of defendant IMAGE 2000’s current and former non-exempt employees employed in California between May 20, 2017 and January 21, 2022 (“Settlement Class Period”).. The Settlement Class excludes any person who submits a timely and valid request for exclusion.

7. The Court concludes that, for settlement purposes only, the Settlement Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in their

individual capacity and as the representative of the Settlement Class Members.

8. The Court provisionally appoints plaintiff SERGIO ABUNUDIS as the representative of the Settlement Class.

9. The Court provisionally appoints Shani O. Zakay, Esq. of Zakay Law Group, APC and Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C. as Class Counsel for the Settlement Class.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class and Representative Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that both notices appear to fully and accurately inform the Settlement Class and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Settlement Class member to be excluded from the Settlement Class by submitting a written request for exclusion, and of each Settlement Class member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within fourteen (14) calendar days of this order, Defendants shall provide, to the Settlement Administrator the Class List, including information regarding Settlement Class Members that Defendants will in good faith compile from their records, including each Settlement Class Member’s full name; last known address; Social Security Number; dates of employment, and number of Workweeks accrued by each Settlement Class member during the Class Period and the PAGA Period. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice to all identified, potential members of the Settlement Class via first class U.S. Mail using the most current mailing address information available.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the

Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Settlement Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Settlement Class members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Settlement Class member who has not opted out may appear at the final approval hearing and may object or express the Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Settlement Class Members will have forty-five (45) days from the date the Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

14. A final approval hearing shall be held before this Court on \_\_\_\_\_ at \_\_\_\_\_ in Department 9 of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Settlement Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Attorneys' Fee and Costs and Class Representative Enhancement Award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the

1 hearing.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
3 shall be construed as a concession or admission by Defendant in any way, and shall not be used as  
4 evidence of, or used against Defendants as, an admission or indication in any way, including with  
5 respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to  
6 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,  
7 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the  
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or  
9 admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the  
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or  
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of  
13 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become  
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the  
15 Parties shall revert to their respective positions as of before entering into the Agreement. In such an  
16 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall  
17 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter  
18 the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is  
19 not approved.

20 17. Pending final determination of whether the Settlement should be approved, Class  
21 Representative and all members of the Settlement Class are barred and enjoined from filing,  
22 commencing, prosecuting, intervening in, instigating or in any way participating in the  
23 commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or  
24 other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class  
25 Representative's Released Claims or the Settlement Class' Released Claims, unless and until they  
26 submit a timely request for exclusion pursuant to the Agreement.

27 18. The Court reserves the right to adjourn or continue the date of the final approval  
28

1 hearing and all dates provided for in the Agreement without further notice to Settlement Class and  
2 retains jurisdiction to consider all further applications arising out of or connected with the proposed  
3 Settlement.

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5 Dated: \_\_\_\_\_

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6 JUDGE OF THE SUPERIOR COURT  
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# **EXHIBIT 1**

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12 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

13 **SUPERIOR COURT OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES**

15 SERGIO ABUNDIS, on behalf of himself  
16 and on behalf of all persons similarly  
17 situated,

18 PLAINTIFF,

19 vs.

20 IMAGE 2000, a California Corporation; and  
21 DOES 1 through 50, Inclusive;

22 DEFENDANT.

Case No. 21STCV19193

[Action Filed 05/20/2021]

**STIPULATION OF SETTLEMENT OF  
CLASS ACTION CLAIMS AND  
RELEASE OF CLAIMS**

Judge: Honorable Yvette M. Palazuelos  
Dept.: 9

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and  
2 between Plaintiff SERGIO ABUNDIS (hereinafter “Plaintiff”), individually and on behalf of the  
3 Settlement Class, and in his representative capacity on behalf of the State of California and the  
4 Aggrieved Employees, and Defendant IMAGE 2000, a California Corporation (hereinafter  
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Abundis v. Image*  
8 *2000*, Los Angeles County Superior Court, Case No. 21STCV19193, filed May 20,  
9 2021.
- 10 B. “Aggrieved Employees” shall mean all persons who worked for Defendant in  
11 California as an hourly paid or non-exempt employee during the PAGA Period.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
13 Class Action and Release of Claims.
- 14 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
15 Shani Zakay of Zakay Law Group, APLC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court  
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff  
18 and the Settlement Class in the Action, consisting of attorneys’ fees currently not to  
19 exceed one-third (33.33%) of the Total Settlement Amount currently estimated to be  
20 \$158,333.33 out of \$475,000.00 plus costs of up to \$20,000.00. Class Counsel’s  
21 award for attorneys’ fees will be equally divided between Class Counsel (50% to  
22 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. “Class Data” means information regarding Class Members that Defendant will in  
24 good faith compile from its records and provide directly to the Settlement  
25 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall  
26 include: each Class Member’s full name; last known address; Social Security  
27 Number; start dates and end dates of employment.

- 1 G. "Class Members" or the "Class" means all persons who worked for Defendant in  
2 California as an hourly paid or non-exempt employee during the Class Period.
- 3 H. "Class Period" means the period from May 20, 2017 to January 21, 2022.
- 4 I. "Class Representative Service Award" means the amount that the Court authorizes to  
5 be paid to the Class Representative, in addition to his Individual Settlement Payment  
6 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks  
7 in assisting with the prosecution of the Action and in exchange for executing a  
8 General Release.
- 9 J. "Class Representative" shall mean plaintiff SERGIO ABUNDIS.
- 10 K. "Court" means the Superior Court for the State of California, County of Los Angeles  
11 currently presiding over the Action.
- 12 L. "Defendant" shall mean IMAGE 2000, a California Corporation.
- 13 M. "Effective Date" means the earliest date, following entry by the Court of an order  
14 and judgment finally approving this Settlement, upon which one of the following have  
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the  
16 hearing on final approval, the date of the Court's entry of the order granting final  
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the  
18 hearing on final approval, then the later of the following: (a) the expiration of all  
19 potential appeal periods without a filing of a notice of appeal of the final approval  
20 order or judgment; (b) final affirmance of the final approval order and judgment by  
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all  
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that  
23 the final approval order and judgment is no longer subject to further judicial review.
- 24 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is  
25 the date Defendant transfers the Total Settlement Amount into the QSF in accord with  
26 the terms of this Agreement.
- 27  
28

- 1 O. "Individual Settlement Payment" means the amount payable from the Net Settlement  
2 Amount to each Settlement Class Member and excludes any amounts distributed to  
3 Aggrieved Employees pursuant to PAGA.
- 4 P. "Net Settlement Amount" or "NSA" means the Total Settlement Amount, less Class  
5 Counsel Award, Class Representative Service Award, PAGA Settlement, and  
6 Settlement Administration Costs.
- 7 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
8 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other  
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
11 Labor Code § 2698 *et seq.*
- 12 S. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period  
13 for each Aggrieved Employee divided by the sum total of the pay periods for all  
14 Aggrieved Employees during the PAGA Period.
- 15 T. "PAGA Period" means the period of February 8, 2020 to January 21, 2022.
- 16 U. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated  
17 from the Total Settlement Amount.
- 18 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
19 Plaintiff or Defendant, individually.
- 20 W. "Payment Ratio" means the respective Workweeks for each Class Member divided by  
21 the sum total Workweeks for all Class Members.
- 22 X. "Plaintiff" shall mean SERGIO ABUNDIS.
- 23 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained  
24 by the Settlement Administrator to fund the Total Settlement Amount.
- 25 Z. "Released Class Claims" means any and all claims asserted in the operative class  
26 complaint and all claims that could have been asserted in the operative complaint  
27 based on the same operative facts alleged in the operative complaint, including state  
28 wage and hour claims for any and all violation of California's Labor code and Unfair

1 Competition law based on Defendant's failure to pay all wages due (including  
2 minimum wages, straight time wages, and overtime wages), failure to provide  
3 compliant meal periods, failure to authorize and permit compliant rest periods, failure  
4 to provide accurate and itemized wage statements, failure to timely pay all wages due  
5 at the time of termination, failure to reimburse employees for all business-related  
6 expenses, violations of the Business and Professions Code section 17200 predicated  
7 on the Labor Code violations alleged in the operative complaint, and all damages,  
8 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said  
9 causes of action under California law, to the extent permissible, and expressly  
10 excluding all other claims, including claims for vested benefits, wrongful termination,  
11 unemployment insurance, disability, social security, workers' compensation, and  
12 claims outside the Class Period.

13 AA. "Released PAGA Claims" means any and all claims for PAGA penalties alleged in  
14 the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred  
15 during the PAGA Period, and expressly excluding all other claims, including claims  
16 for vested benefits, wrongful termination, unemployment insurance, disability, social  
17 security, workers' compensation, and claims outside the PAGA Period.

18 BB. "Released Parties" shall mean Defendant, including its parent corporation, affiliates,  
19 subsidiaries, divisions, predecessors, insurers, professional employer organization or  
20 PEO, successors, and assigns, and their current and former employees, attorneys,  
21 officers, directors, and agents thereof, both individually and in their business  
22 capacities, and their employee benefit plans and programs and the trustees,  
23 administrators, fiduciaries, and insurers of such plans and programs (collectively, the  
24 "Released Parties").

25 CC. "Response Deadline" means the date forty-five (45) days after the Settlement  
26 Administrator mails Notice Packets to Class Members and the last date on which  
27 Class Members may submit requests for exclusion or objections to the Settlement.

28 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

EE. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Total Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest generated in the QSF account shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*** Defendant will not be required to pay an additional funds associated with residue and the interest (as mentioned above) is the interest earned in the account established by the Settlement Administrator.

FF. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

GG. “Total Settlement Amount” means Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Awards, the Class Counsel Award, PAGA Settlement and the Settlement Administration Costs and ***exclusive*** of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

## II. RECITALS

A. On February 8, 2021, Plaintiff Abundis filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On May 20, 2021, Plaintiff Abundis filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code section 2802;
7. Failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2;
8. Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203;
9. Unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code sections 246, *et seq*;
10. Retaliation in violation of Cal. Lab. Code section 1102.5;
11. Wrongful termination in violation of public policy; and
12. Violation of the Private Attorneys General Act [ Labor Code section 2698, *et seq.*].

C. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class

Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On November 19, 2021, the Parties participated in mediation presided over by Hon. Brian C. Walsh (Ret.), a respected jurist and mediator. The mediation concluded with a settlement based on Judge Walsh's mediator proposal. The agreement was memorialized in the form of a Memorandum of Understanding.

G. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

1 Defendant that the claims in the Action of Plaintiff or the Class Members have merit  
2 or that Defendant bears any liability to Plaintiff or the Class on those claims or any  
3 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action  
4 have merit.

5 H. The Parties believe that the Settlement is fair, reasonable and adequate. The  
6 Settlement was arrived at through arm's-length negotiations, taking into account all  
7 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
8 attendant to continuing the Action through trial and any appeal. Accordingly, the  
9 Parties desire to fully, finally, and forever settle, compromise and discharge all  
10 disputes and claims arising from or relating to the Action.

11 I. The Parties agree to certification of the Class for purposes of this Settlement only. If  
12 for any reason the settlement does not become effective, Defendant reserves the right  
13 to contest certification of any class for any reason and reserves all available defenses  
14 to the claims in the Action.

15 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

16 **III. TERMS OF AGREEMENT**

17 A. Settlement Consideration and Settlement Payments by Defendant.

18 1. Settlement Consideration. In full and complete settlement of the Action, and  
19 in exchange for the releases set forth below, Defendant and the Released  
20 Parties will pay the sum of the Individual Settlement Payment, the Class  
21 Representative Service Award, the Class Counsel Award, PAGA Settlement,  
22 and the Settlement Administration Costs, as specified in this Agreement, equal  
23 to the Total Settlement Amount of Four Hundred Seventy-Five Thousand  
24 Dollars (\$475,000.00). The Parties agree that this is a non-reversionary  
25 Settlement and that no portion of the Total Settlement Amount shall revert to  
26 Defendant. Other than the Defendant's share of employer payroll taxes, or as  
27 otherwise specified in the Agreement, Defendant shall not be required to pay  
28 more than the Total Settlement Amount, except as provided for hereinbelow.

- 1                   2.     Class Size. At the time of mediation, Defendant estimated that the Settlement  
2                   Class was comprised of 184 individuals who collectively worked  
3                   approximately 19,500 workweeks (“Projected Workweeks”) between May  
4                   20, 2017, through August 31, 2021. In regard hereto, Defendant will provide  
5                   details on the number of applicable Class Members and dates of employment  
6                   during the applicable Class Period such that the Settlement Administrator can  
7                   calculate and confirm the total number of workweeks. If the number of  
8                   workweeks estimated between May 20, 2017 and August 31, 2021, increases  
9                   by more than 10% of the estimate stated herein, the Settlement Amount will  
10                  increase proportionally for the number of workweeks over 110% of 19,500  
11                  (or over 21,450).
- 12                 3.     Settlement Payment. Defendant shall pay, via wire transfer, the Total  
13                  Settlement Amount to the Settlement Administrator on the Funding Date.
- 14                 4.     Defendant’s Share of Payroll Taxes. Defendant’s share of employer side  
15                  payroll taxes is in addition to the Total Settlement Amount and shall be paid  
16                  together with the Total Settlement Amount.
- 17                 B.     Release by Settlement Class Members. As of the Funding Date, in exchange for the  
18                  consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
19                  release the Released Parties from the Released Class Claims for the Class Period.
- 20                 C.     Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
21                  consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of  
22                  California release the Released Parties from the PAGA Released Claims for the PAGA  
23                  Period. As a result of this release, the Aggrieved Employees shall be precluded from  
24                  bringing claims against Defendant for the PAGA Release Claims.
- 25                 D.     Conditions Precedent: This Settlement will become final and effective only upon the  
26                  occurrence of all of the following events:
- 27                     1.     The Court enters an order granting preliminary approval of the Settlement;
- 28

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Total Settlement Amount.

E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Total Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

1 F. Certification of the Settlement Class. The Parties stipulate to conditional class  
2 certification of the Class for the Class Period for purposes of settlement only. In the  
3 event that this Settlement is not approved by the Court, fails to become effective, or is  
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
5 Defendant from obtaining a complete resolution of the Released Claims, the  
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
8 proceeding for any purpose or with respect to any issue, substantive or procedural.

9 G. Tax Liability. The Parties make no representations as to the tax treatment or legal  
10 effect of the payments called for, and Class Members and/or Aggrieved Employees  
11 are not relying on any statement or representation by the Parties in this regard. Class  
12 Members and/or Aggrieved Employees understand and agree that they will be  
13 responsible for the payment of any taxes and penalties assessed on the Individual  
14 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA  
15 Settlement described and will be solely responsible for any penalties or other  
16 obligations resulting from their personal tax reporting of Individual Settlement  
17 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

18 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
19 the "acknowledging party" and each Party to this Agreement other than the  
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
21 of this Agreement, and no written communication or disclosure between or among the  
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
23 such communication or disclosure constitute or be construed or be relied upon as, tax  
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
26 her or its own, independent legal and tax counsel for advice (including tax advice) in  
27 connection with this Agreement, (b) has not entered into this Agreement based upon  
28 the recommendation of any other Party or any attorney or advisor to any other Party,

1 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
2 or adviser to any other party to avoid any tax penalty that may be imposed on the  
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
6 the acknowledging party of the tax treatment or tax structure of any transaction,  
7 including any transaction contemplated by this Agreement.

8 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with  
9 the Court a Motion for Order Granting Preliminary Approval and supporting papers,  
10 which shall include this Settlement Agreement. Plaintiff will provide Defendant with  
11 a draft of the Motion at least 3 business days prior to the filing of the Motion to give  
12 Defendant an opportunity to propose changes or additions to the Motion.

13 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
14 establishing and administering the QSF; calculating, processing and mailing payments  
15 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and  
16 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
17 and reporting the objections and requests for exclusion; calculating, deducting and  
18 remitting all legally required taxes from Individual Settlement Payments and  
19 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual  
20 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA  
21 Settlement; processing and mailing tax payments to the appropriate state and federal  
22 taxing authorities; providing declaration(s) as necessary in support of preliminary  
23 and/or final approval of this Settlement; and other tasks as the Parties mutually agree  
24 or the Court orders the Settlement Administrator to perform. The Settlement  
25 Administrator shall keep the Parties timely apprised of the performance of all  
26 Settlement Administrator responsibilities by among other things, sending a weekly  
27 status report to the Parties' counsel stating the date of the mailing, the of number of  
28

1 Elections Not to Participate in Settlement it receives (including the numbers of valid  
2 and deficient), and number of objections received.

3 K. Notice Procedure.

4 1. Class Data. No later than twenty-one (21) days after the Preliminary Approval  
5 Date, Defendant shall provide the Settlement Administrator, subject to a  
6 protective order governing confidential information entered by the Court, with  
7 the Class Data for purposes of preparing and mailing Notice Packets to the  
8 Class Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement  
11 in a form substantially similar to the form attached as Exhibit A. The  
12 Notice of Class Action Settlement shall inform Class Members and  
13 Aggrieved Employees that they need not do anything in order to  
14 receive an Individual Settlement Payment and/or Aggrieved  
15 Employees' individual shares of the PAGA Settlement and to keep the  
16 Settlement Administrator apprised of their current mailing address, to  
17 which the Individual Settlement Payments and/or Aggrieved  
18 Employees' individual shares of the PAGA Settlement will be mailed  
19 following the Funding Date. The Notice of Class Action Settlement  
20 shall set forth the release to be given by all members of the Class who  
21 do not request to be excluded from the Settlement Class and/or  
22 Aggrieved Employees' in exchange for an Individual Settlement  
23 Payment and/or Aggrieved Employees' individual shares of the PAGA  
24 Settlement, the number of Workweeks worked by each Class Member  
25 during the Class Period and PAGA Period, if any, and the estimated  
26 amount of their Individual Settlement Payment if they do not request  
27 to be excluded from the Settlement and each Aggrieved Employee's  
28 share of the PAGA Settlement, if any. The Settlement Administrator

1 shall use the Class Data to determine Class Members' Workweeks and  
2 PAGA Workweeks. The Notice will also advise the Aggrieved  
3 Employees that they will release the Released PAGA Claims and will  
4 receive their share of the PAGA Settlement regardless of whether they  
5 request to be excluded from the Settlement.

6 b) The Notice Packet's mailing envelope shall include the following  
7 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
8 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
9 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
10 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
11 NOTICE."

12 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,  
13 the Settlement Administrator will perform a search based on the National  
14 Change of Address Database to update and correct any known or identifiable  
15 address changes. No later than fourteen (14) calendar days after receiving the  
16 Class Data from Defendant, the Settlement Administrator shall mail and email  
17 copies of the Notice Packet to all Class Members via regular First-Class U.S.  
18 Mail and electronic mail. The Settlement Administrator shall exercise its best  
19 judgment to determine the current mailing address for each Class Member.  
20 The address identified by the Settlement Administrator as the current mailing  
21 address shall be presumed to be the best mailing address for each Class  
22 Member.

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
24 Administrator as non-delivered on or before the Response Deadline shall be  
25 re-mailed to any forwarding address provided. If no forwarding address is  
26 provided, the Settlement Administrator shall promptly attempt to determine a  
27 correct address by lawful use of skip-tracing, or other search using the name,  
28 address and/or Social Security number of the Class Member involved, and

1 shall then perform a re-mailing, if another mailing address is identified by the  
2 Settlement Administrator. In addition, if any Notice Packets, which are  
3 addressed to Class Members who are currently employed by Defendant, are  
4 returned to the Settlement Administrator as non-delivered and no forwarding  
5 address is provided, the Settlement Administrator shall notify Defendant.  
6 Defendant will request that the currently employed Class Member provide a  
7 corrected address, and transmit to the Administrator any corrected address  
8 provided by the Class Member. Class Members who received a re-mailed  
9 Notice Packet shall have their Response Deadline extended fifteen (15) days  
10 from the original Response Deadline.

11 5. Disputes Regarding Individual Settlement Payments. Class Members will  
12 have the opportunity, should they disagree with Defendant's records regarding  
13 the start and end dates of employment to provide documentation and/or an  
14 explanation to show contrary dates. If there is a dispute, the Settlement  
15 Administrator will consult with the Parties to determine whether an  
16 adjustment is warranted. The Settlement Administrator shall determine the  
17 eligibility for, and the amounts of, any Individual Settlement Payments under  
18 the terms of this Agreement. The Settlement Administrator's determination  
19 of the eligibility for and amount of any Individual Settlement Payment shall  
20 be binding upon the Class Member and the Parties, except as provided  
21 hereinbelow in Paragraph 6.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
23 by the Settlement Administrator concerning the administration of the  
24 Settlement will be resolved by the Court under the laws of the State of  
25 California. Before any such involvement of the Court, counsel for the Parties  
26 will confer in good faith to resolve the disputes without the necessity of  
27 involving the Court.  
28

1                   7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
2                   Packet shall state that Class Members who wish to exclude themselves from  
3                   the Settlement must submit a written request for exclusion by the Response  
4                   Deadline. The written request for exclusion must state that the Class Member  
5                   wishes to exclude himself or herself from the Settlement and (1) must contain  
6                   the name, address, and the last four digits of the Social Security number of the  
7                   person requesting exclusion; (2) must be signed by the Class Member; (3)  
8                   must be postmarked or fax stamped by the Response Deadline and returned to  
9                   the Settlement Administrator at the specified address or fax telephone number;  
10                  and (4) contain a typewritten or handwritten notice stating in substance: "I  
11                  wish to opt out of the settlement of the class action lawsuit entitled *Abundis*  
12                  *v. Image 2000, Los Angeles County Superior Court, Case No. 21STCV19193.*  
13                  I understand that by requesting to be excluded from the settlement, I will  
14                  receive no money from the Settlement described in this Notice." The request  
15                  for exclusion will not be valid if it is not timely submitted, if it is not signed  
16                  by the Class Member, or if it does not contain the name and address and last  
17                  four digits of the Social Security number of the Class Member. The date of  
18                  the postmark on the mailing envelope or fax stamp on the request for exclusion  
19                  shall be the exclusive means used to determine whether the request for  
20                  exclusion was timely submitted. Any Class Member who requests to be  
21                  excluded from the Settlement Class will not be entitled to an Individual  
22                  Settlement Payment and will not be otherwise bound by the terms of the  
23                  Settlement or have any right to object, appeal or comment thereon. However,  
24                  any Class Member that submits a timely request for exclusion that is also an  
25                  Aggrieved Employee will still receive his/her pro rata share of the PAGA  
26                  Settlement, as specified below, and in consideration, will be bound by the  
27                  Release by the Aggrieved Employees as set forth herein. Settlement Class  
28                  Members who fail to submit a valid and timely written request for exclusion

1 on or before the Response Deadline shall be bound by all terms of the  
2 Settlement and any final judgment entered in this Action if the Settlement is  
3 approved by the Court. No later than fourteen (14) calendar days after the  
4 Response Deadline, the Settlement Administrator shall provide counsel for  
5 the Parties with a final list of the Class Members who have timely submitted  
6 written requests for exclusion. At no time shall any of the Parties or their  
7 counsel seek to solicit or otherwise encourage members of the Class to submit  
8 requests for exclusion from the Settlement.

- 9 8. Objections. The Notice of Class Action Settlement contained in the Notice  
10 Packet shall state that Class Members who wish to object to the Settlement  
11 may submit to the Settlement Administrator a written statement of objection  
12 (“Notice of Objection”) by the Response Deadline. The postmark date of  
13 mailing shall be deemed the exclusive means for determining that a Notice of  
14 Objection was served timely. The Notice of Objection, if in writing, must be  
15 signed by the Settlement Class Member and state: (1) the case name and  
16 number; (2) the name of the Settlement Class Member; (3) the address of the  
17 Settlement Class Member; (4) the last four digits of the Settlement Class  
18 Member’s Social Security number; (5) the basis for the objection; and (6) if  
19 the Settlement Class Member intends to appear at the Final  
20 Approval/Settlement Fairness Hearing. Class Members who fail to make  
21 objections in writing in the manner specified above may still make their  
22 objections orally at the Final Approval/Settlement Fairness Hearing with the  
23 Court’s permission. Settlement Class Members will have a right to appear at  
24 the Final Approval/Settlement Fairness Hearing to have their objections heard  
25 by the Court regardless of whether they submitted a written objection. At no  
26 time shall any of the Parties or their counsel seek to solicit or otherwise  
27 encourage Class Members to file or serve written objections to the Settlement  
28 or appeal from the Order and Final Judgment. Class Members who submit a

1 written request for exclusion may not object to the Settlement. Class Members  
2 may not object to the PAGA Settlement.

3 L. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay  
4 the Total Settlement Amount on or before the Funding Date, plus any employer's share  
5 of payroll taxes as mandated by law within the time specified herein.

6 1. Calculation of Individual Settlement Payments. Individual Settlement  
7 Payments shall be paid from the Net Settlement Amount and shall be paid  
8 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
9 Administrator shall add up the total number of Workweeks for all Class  
10 Members. The respective Workweeks for each Class Member will be divided  
11 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
12 for each Class Member. Each Class Member's Payment Ratio will then be  
13 multiplied by the Net Settlement Amount to calculate each Class Member's  
14 estimated Individual Settlement Payments. Each Individual Settlement  
15 Payment will be reduced by any legally mandated employee tax withholdings  
16 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
17 Members who submit valid and timely requests for exclusion will be  
18 redistributed to Settlement Class Members who do not submit valid and timely  
19 requests for exclusion on a pro rata basis based on their respective Payment  
20 Ratios.

21 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
22 Class Data, the Settlement Administrator shall add up the total number of pay  
23 periods for all Aggrieved Employees during the PAGA Period. The respective  
24 pay periods for each Aggrieved Employee will be divided by the total pay  
25 periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio"  
26 for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment  
27 Ratio will then be multiplied by the Aggrieved Employee Payment to calculate  
28 each Aggrieved Employee's estimated share of the PAGA Settlement.

- 1                   3.     Allocation of Individual Settlement Payments. For tax purposes, Individual  
2                   Settlement Payments shall be allocated as follows: 33% wages (“Wage  
3                   Portion”); 67% as penalties and interest (“Non-Wage Portion”).
- 4                   4.     Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
5                   Employee Settlement Payments shall be allocated and treated as 100%  
6                   penalties and shall be reported on IRS Form 1099.
- 7                   5.     No Credit Toward Benefit Plans. The Individual Settlement Payments and  
8                   individual shares of the PAGA Settlement made to Settlement Class Members  
9                   and/or Aggrieved Employees under this Settlement Agreement, as well as any  
10                  other payments made pursuant to this Settlement Agreement, will not be  
11                  utilized to calculate any additional benefits under any benefit plans to which  
12                  any Class Members may be eligible, including, but not limited to profit-  
13                  sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
14                  sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
15                  Parties’ intention that this Settlement Agreement will not affect any rights,  
16                  contributions, or amounts to which any Class Members may be entitled under  
17                  any benefit plans.
- 18                 6.     All monies received by Settlement Class Members under the Settlement which  
19                   are attributable to wages shall constitute income to such Settlement Class  
20                   Members solely in the year in which such monies actually are received by the  
21                   Settlement Class Members. It is the intent of the Parties that Individual  
22                   Settlement Payments and individual shares of the PAGA Settlement provided  
23                   for in this Settlement agreement are the sole payments to be made by Defendant  
24                   to Settlement Class Members and/or Aggrieved Employees in connection with  
25                   this Settlement Agreement, with the exception of Plaintiff, and that the  
26                   Settlement Class Members and/or Aggrieved Employees are not entitled to any  
27                   new or additional compensation or benefits as a result of having received the  
28                   Individual Settlement Payments and/or their shares of the PAGA Settlement.

- 1                   7.     Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
2                   shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’  
3                   and/or Aggrieved Employees last known mailing address no later than fifteen  
4                   (15) calendar days after the Funding Date.
- 5                   8.     Expiration. Any checks issued to Settlement Class Members and Aggrieved  
6                   Employees shall remain valid and negotiable for one hundred and eighty (180)  
7                   days from the date of their issuance. If a Settlement Class Member and/or  
8                   Aggrieved Employee does not cash his or her settlement check within 90 days,  
9                   the Settlement Administrator will send a letter to such persons, advising that  
10                  the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
11                  Member and/or Aggrieved Employee to request reissuance in the event the  
12                  check was destroyed, lost or misplaced. In the event an Individual Settlement  
13                  Payment and/or Aggrieved Employee’s individual share of the PAGA  
14                  Settlement check has not been cashed within one hundred and eighty (180)  
15                  days, the Settlement Administrator shall escheat those checks to the State  
16                  Controller’s Office, Unclaimed Property Division in the name of the absent  
17                  employee.
- 18                  9.     Class Representative Service Award. In addition to the Individual Settlement  
19                  Payment and his individual share of the PAGA Settlement to be paid to  
20                  Plaintiff, Plaintiff will apply to the Court for an award of not more than  
21                  \$5,000.00, as the Class Representative Service Award. Defendant does not  
22                  presently intend to oppose a Class Representative Service Award of not more  
23                  than \$5,000.00 for Plaintiff. The Settlement Administrator shall pay the Class  
24                  Representative Service Award, either in the amount stated herein if approved  
25                  by the Court or some other amount as approved by the Court, to Plaintiff from  
26                  the Total Settlement Amount no later than ten (10) calendar days after the  
27                  Funding Date. Any portion of the requested Class Representative Service  
28                  Awards that are not awarded to the Class Representatives shall be part of the

1 Net Settlement Amount and shall be distributed to Settlement Class Members  
2 as provided in this Agreement. The Settlement Administrator shall issue an  
3 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service  
4 Award. Plaintiff shall be solely and legally responsible to pay any and all  
5 applicable taxes on his Class Representative Service Award and shall hold  
6 harmless the Released Parties from any claim or liability for taxes, penalties,  
7 or interest arising as a result of the Class Representative Service Awards. The  
8 Class Representative Service Award shall be in addition to Plaintiff's  
9 Individual Settlement Payment as a Settlement Class Member. Approval of  
10 this Settlement shall not be conditioned on Court approval of the requested  
11 amount of the Class Representative Service Award. If the Court reduces or  
12 does not approve the requested Class Representative Service Award, Plaintiff  
13 shall not have the right to revoke the Settlement, and it will remain binding.

14 10. Class Counsel Award. Defendant understands a motion by Class Counsel for  
15 attorneys' fees not to exceed one-third (33.33%) of the Total Settlement  
16 Amount currently estimated to be \$158,333.33 plus costs and expenses  
17 supported by declaration not to exceed Twenty Thousand Dollars  
18 (\$20,000.00), from the Total Settlement Amount will be filed. Any portion of  
19 the requested Class Counsel Award that is not awarded to Class Counsel shall  
20 be part of the Net Settlement Amount and shall be distributed to Settlement  
21 Class Members as provided in this Agreement. The Settlement Administrator  
22 shall allocate and pay the Class Counsel Award to Class Counsel from the  
23 Total Settlement Amount no later than five (5) calendar days after the Funding  
24 Date. Class Counsel shall be solely and legally responsible to pay all  
25 applicable taxes on the payment made pursuant to this paragraph. The  
26 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class  
27 Counsel for the payments made pursuant to this paragraph. In the event that  
28 the Court reduces or does not approve the requested Class Counsel Award,

1 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,  
2 or to appeal such order, and the Settlement will remain binding.

3 11. PAGA Settlement. Twenty Thousand Dollars (\$20,000.00) shall be allocated  
4 from the Total Settlement Amount for settlement of claims for civil penalties  
5 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The  
6 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
7 Settlement (\$15,000.00) to the California Labor and Workforce Development  
8 Agency no later than twenty-five (25) calendar days after the Funding Date  
9 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA  
10 Settlement (\$5,000.00) will be distributed to the Aggrieved Employees as  
11 described in this Agreement (hereinafter "Aggrieved Employee Payment").  
12 For purposes of distributing the PAGA Settlement to the Aggrieved  
13 Employees, each Aggrieved Employee shall receive their pro-rata share of the  
14 Aggrieved Employee Payment using the PAGA Payment Ratio as defined  
15 above.

16 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
17 for the costs of administration of the Settlement from the Total Settlement  
18 Amount. The estimate of the Settlement Administration Costs is \$20,000.  
19 The Settlement Administrator shall be paid the Settlement Administration  
20 Costs no later than twenty-five (25) calendar days after the Funding Date.

21 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
22 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
23 twenty-eight (28) days following the expiration of the Response Deadline, which  
24 motion shall request final approval of the Settlement and a determination of the  
25 amounts payable for the Class Representative Service Award, the Class Counsel  
26 Award, the PAGA Settlement, and the Settlement Administration Costs.

27 1. Declaration by Settlement Administrator. No later than seven (7) days after  
28 the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this  
2 Settlement detailing the number of Notice Packets mailed and re-mailed to  
3 Class Members, the number of undeliverable Notice Packets, the number of  
4 timely requests for exclusion, the number of objections received, the amount  
5 of the average Individual Settlement Payment and highest Individual  
6 Settlement Payment, the Settlement Administration Costs, and any other  
7 information as the Parties mutually agree or the Court orders the Settlement  
8 Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
10 Granting Final Approval of Class Action Settlement to the Court for its  
11 approval, and Judgment thereon, at the time Class Counsel files the Motion  
12 for Final Approval. Following the Court's entry of an Order Granting Final  
13 Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall  
14 provide notice to the California Labor & Workforce Development Agency in  
15 accordance with Cal. Lab. Code section 2699(1)(3).

16 N. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to revoke  
17 the Settlement and Defendant shall have, in its sole discretion, the option to terminate  
18 this Settlement if, after the Response Deadline, the number of Settlement Class  
19 Members who submitted timely and valid written requests for exclusion from the  
20 Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant  
21 exercises the option to terminate this Settlement, Defendant shall: (a) provide written  
22 notice to Class Counsel within five (5) calendar days after (i) providing the Class Data  
23 to the Settlement Administrator or (ii) the Settlement Administrator provides  
24 information regarding opt outs (which is to occur no later than fourteen (14) calendar  
25 days after the Response Deadline, and (b) pay all Settlement Administration Costs  
26 incurred up to the date or as a result of the termination; and the Parties shall proceed  
27 in all respects as if this Agreement had not been executed  
28

- 1 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
3 Final Approval, including the Order Granting Final Approval of Class Action  
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
5 will cooperate with each other and use their best efforts to affect the Court's approval  
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
7 Judgment.
- 8 P. Cooperation. The Parties and their counsel will cooperate with each other and use  
9 their best efforts to implement the Settlement.
- 10 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
11 except such proceedings necessary to implement and complete the Settlement, pending  
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 13 R. Amendment or Modification. This Agreement may be amended or modified only by  
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
16 Agreement among these Parties, and no oral or written representations, warranties or  
17 inducements have been made to any Party concerning this Agreement or its Exhibit  
18 other than the representations, warranties and covenants contained and memorialized  
19 in this Agreement and its Exhibit, and except as provided in the separate independent  
20 individual settlement agreement between Plaintiff and Defendant.
- 21 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate  
23 this Agreement and to take all appropriate Action required or permitted to be taken by  
24 such Parties pursuant to this Agreement to effectuate its terms, and to execute any  
25 other documents required to effectuate the terms of this Agreement. The persons  
26 signing this Agreement on behalf of Defendant represents and warrants that he/she is  
27 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
28

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: 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 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of

1 interpreting, implementing and enforcing the settlement and all orders and judgments  
2 entered in connection with this Agreement.

3 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
4 the Court shall first attempt to construe the provisions valid to the fullest extent  
5 possible consistent with applicable precedents so as to define all provisions of this  
6 Agreement valid and enforceable.

7 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
8 intend to pursue any claims against the Released Parties, including, but not limited to,  
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
10 regardless of whether Class Counsel is currently aware of any facts or legal theories  
11 upon which any claims or causes of action could be brought against Released Parties,  
12 including those facts or legal theories alleged in the operative complaint in this Action.  
13 The Parties further acknowledge, understand and agree that this representation is  
14 essential to the Agreement and that this Agreement would not have been entered into  
15 were it not for this representation.

16 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
17 certification for purposes of this settlement only.

18 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
19 Released Claims have merit and give rise to liability on the part of Defendant.  
20 Defendant claims that the Released Claims have no merit and do not give rise to  
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in  
22 this Agreement and no documents referred to and no action taken to carry out this  
23 Agreement may be construed or used as an admission by or against the Defendant or  
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other  
25 than as may be specifically set forth herein, each Party shall be responsible for and  
26 shall bear its/his own attorney's fees and costs.

27 EE. Plaintiff's Individual Settlement. Plaintiff is entering into an individual settlement  
28 agreement, which shall provide for an Individual Settlement Payment, and which shall

1 provide for a broad release, including a waiver of Civil Code Section 1542. This  
2 release, waiver and discharge of all claims shall include, but will not be limited to, any  
3 and all claims arising out of the Action, as well as additional claims described in the  
4 Individual Settlement Agreement and claims alleged in DFEH Complaint No. 202105-  
5 13577117 dated May 17, 2021. The Individual Settlement Agreement shall be  
6 confidential, but may be submitted to the Court for in-camera review for purposes of  
7 approval of this Settlement.

8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9  
10 DATED: 1/18/2022

DocuSigned by:  
Sergio Abundis  
54076B38A2CD4F8...

11 SERGIO ABUNDIS

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14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT.

15  
16 DATED: 1/31/2022

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IMAGE 2000, a California Corporation

Joe Blatchford

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

24 DATED: 1/18/2022

JCL LAW FIRM, A.P.C.

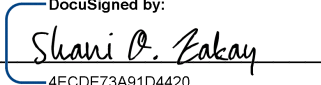
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Attorneys for Plaintiff and the Settlement Class  
Members

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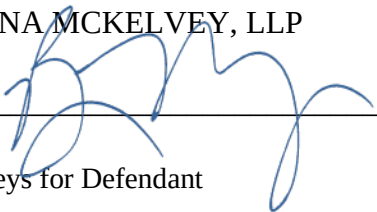
ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff and the Settlement Class  
Members

DATED: 1/31/2022

BRANDON R. MCKELVEY  
MEDINA MCKELVEY, LLP

By:   
Attorneys for Defendant

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Abundis, et al., v. Image 2000, County of Los Angeles Superior Court Case No. 21STCV19193)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b></p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                         |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Sergio Abundis (“Plaintiff”) and Defendant Image 2000, a California Corporation, (hereinafter “Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All persons who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period.

The “Class Period” is the period of time running from May 20, 2017 to January 21, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

On May 20, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (i) failed to pay sick leave and failed to provide paid sick leave balance in violation of Cal. Lab. Code sections 245, *et seq.*; (j) retaliation in violation of Cal. Lab. Code section 1102.5; (k) wrongful termination in violation of public policy; and (l) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 19, 2021, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluding with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$158,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. Class Counsel's Fees Payment will be divided equally between Class Counsel (50% to Zakay Law Group, APC and 50% to The JCL Law Firm, APC).
- Class Representative Service Payment. Class Representative Service Payment of up to five Thousand Hundred Dollars (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period. The PAGA Period means the period of February 8, 2020 to January 21, 2022.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability.

You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims asserted in the operative class complaint, all claims that could have been asserted in the operative complaint based on the same operative facts alleged in the operative complaint, including state wage and hour claims for any and all violation of California's Labor code and Unfair Competition law based on Defendant's failure to pay all wages due (including minimum wages, straight time wages, and overtime wages), failure to provide complaint meal periods, failure to authorize and permit complaint rest periods, failure to provide accurate and itemized wage statements, failure to timely pay all wages due at the time of termination, failure to reimburse employees for all business-related expenses, violations of the Business and Professions Code section 17200 predicated on the Labor Code violations alleged in the operative complaint, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all claims for PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

**Defendant's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (May 20, 2017 to January 21, 2022).**

**Based on this information, your estimated Settlement Share is <<\_\_\_\_>>.**

**Defendant's records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (February 8, 2020 to January 21, 2022).**

**Based on this information, your estimated PAGA Settlement Share is <<\_\_\_\_>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or re-mailed Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: \_\_\_\_\_. (800) \_\_\_\_\_.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case ***Abundis, et al., v. Image 2000, Case No. 21STCV19193***." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which ***Abundis, et al., v. Image 2000, Case No. 21STCV19193***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is \_\_\_\_\_.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC

**Counsel for Defendant:**

Brandon R. McKelvey  
Medina McKelvey LLP

5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Fax: (619) 599-2891  
E-Mail: [jlapyade@jcl-lawfirm.com](mailto:jlapyade@jcl-lawfirm.com)

5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 255-9047  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
Website: [www.zakaylaw.com](http://www.zakaylaw.com)

925 Highland Pointe Dr., Suite 300  
Roseville, CA 95678  
Tel.: (916) 960-2211  
Fax : (916) 742-5488  
E-Mail: [brandon@medinamckelvey.com](mailto:brandon@medinamckelvey.com)

## 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, before Judge Yvette M. Palazuelos. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through "LA Court Connect" for a small fee. <https://www.lacourt.org/lacc/>

## 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at \_\_\_\_\_ or write to ***Abundis, et al., v. Image 2000, Case No. 21STCV19193***, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

### IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same work shift formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.