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Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA DE LOS ANGELES VASQUEZ, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

NUTRAWISE HEALTH & BEAUTY CORP.,
a California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2020-01140636-CU-OE-CXC

Assigned to Hon. William D. Claster

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 10, 2021

Time: 9:00 a.m.

Dept.: CX104

Reservation ID: 73583219

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua S. Falakassa of Falakassa Law, P.C. as attorneys of record for Plaintiff Maria De Los Angeles Vasquez (“Plaintiff”) and the Class.
2. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

3. Defendant Nutrawise Health & Beauty Corporation manufacturers health and wellness supplements in Irvine, California

5. Plaintiff asserted claims for 1) Failure to pay overtime wages; 2) Failure to provide meal breaks; 3) Failure to provide rest breaks; 4) Failure to provide accurate itemized wage statements; 5) Failure to pay all wages due at separation of employment; 6) Violation of California Business and Professions Code § 17200 *et seq.*; and (7) claims for penalties under the PAGA.

6. Plaintiff's core allegations are that Defendant violated the California Labor Code, *inter alia*, by failing to properly pay overtime wages, failing to provide compliant meal and rest periods or pay associated premiums, failing to provide compliant wage statements, and failing to timely pay final wages upon separation of employment. Plaintiff contends that Defendant's conduct constitutes unfair business practices and gives rise to penalties under the PAGA. Specifically, Plaintiff alleges that Defendant's failure to properly pay all compensation due, arises from, *inter alia*, Defendant's failure to include non-discretionary bonuses, including, productivity, attendance, and other bonuses, in calculating the regular rate of pay for payment of overtime thus leading to underpayment of overtime wages. As a result, Plaintiff contends that he and the Class

Members are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees. Moreover, Plaintiff alleges that Defendant uniformly failed to provide Class Members with second meal periods of at least thirty (30) minutes before the tenth (10th) hour of their shift and that Class Members were not relieved from control during rest periods due to work demands and production requirements.

7. Defendant denies any liability of any kind associated with the claims and allegations, and further denies that Plaintiff or the Class Members are entitled to any relief. Defendant also denies that the Action is appropriate for class or representative treatment for any purpose other than the Settlement. Defendant maintains, among other things, that it has complied with the California Labor Code in all respects.

Discovery and Mediation

8. Prior to mediation, the parties engaged in formal and informal discovery during which Defendant produced a sampling of timekeeping and payroll data, the relevant wage and hour policies in effect during the Class Period, as well as other documents and information. Class Counsel also conducted interviews of multiple Class Members regarding their work experiences with Defendant. Class Counsel performed extensive damages and valuation analysis based on class data and a sampling of time and pay data provided by Defendant.

9. On December 1, 2020, the parties participated in a private mediation before Hon. Thierry P. Colaw, (Ret.), a well-respected mediator experienced in handling complex wage-and-hour matters. During the mediation, the parties exchanged information and discussed various aspects of the case, including but not limited to, Plaintiff's claims, the risks and delays of further litigation and of proceeding with certification and/or representative adjudication, the law relating to Plaintiff's regular rate theory, meal and rest period violations, wage-and-hour enforcement, PAGA representative claims, the evidence produced and analyzed, and the possibility of appeals, among other things. After extensive negotiations and continued litigation, on or about May 3, 2021, the mediator issued a mediator's proposal that the Parties ultimately accepted.

10. A true and correct copy of the Class Action Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement") is attached hereto as **Exhibit "A"**. The

1 proposed Class Notice is attached hereto as **Exhibit “B”**.

2 11. According to Defendant, there are approximately 316 Class Members. Therefore,
3 the average individual Settlement Share is projected to be approximately \$532.00. Of course,
4 those with more Weeks Worked stand to recover proportionally more.

5 **The Settlement Should Be Preliminarily Approved**

6 12. Although the parties engaged in significant informal discovery in advance of
7 mediation, the parties still had significant discovery to complete in formal litigation had the matter
8 not settled. This would have required expenditure of substantial time and resources by all parties
9 that would have very likely spanned several years. Plaintiff faced numerous risks in continued
10 litigation, including and not limited to, the risk of receiving no recovery if a class is not certified
11 and/or no liability is found and the Court determining that adjudication on a representative or
12 class basis is unmanageable and not appropriate. Plaintiff also faced the real possibility that the
13 amount recovered against Defendant after years of litigation and a lengthy and costly trial would
14 be less than the amount negotiated in this Settlement. This Settlement avoids those risks and the
15 accompanying expense.

16 13. Plaintiff alleges that Defendant failed to include non-discretionary bonuses,
17 including, productivity, attendance, and other bonuses, when calculating the regular rate of pay
18 used in overtime calculations, resulting in underpayment of overtime wages. Based on Plaintiff's
19 analysis, Defendant underpaid overtime wages by approximately \$57,586. Defendant asserts that
20 it maintained lawful timekeeping policies/practices during the Class Period. Specifically,
21 Defendant contends that all bonus payments to Class Members were always completely
22 discretionary. Defendant further argues that an individualized inquiry as to whether each Class
23 Member worked overtime and received a non-discretionary bonus and was underpaid overtime
24 wages is necessary and would preclude class certification. *see, e.g., Brinker Restaurant Corp. v.*
25 *Superior Court* (2012) 53 Cal.4th 1004, 1052 (affirming denial of off-the-clock subclass, “[p]roof
26 of off-the-clock liability would have had to continue in an employee-by-employee fashion,
27 demonstrating who worked off the clock, how long they worked, and whether Brinker knew or
28 should have known their work.”). Considering these arguments and defenses, Plaintiff discounted

1 Defendant's maximum exposure by 50% to account for the risk of non-certification, and by an
2 additional 50% for a risk of being unsuccessful on the merits or having the amount of unpaid
3 overtime wages reduced, for a reasonably expected total of approximately \$14,396.50

4 14. Plaintiff alleges that Defendant failed to provide Plaintiff and other Class
5 Members with meal periods of at least thirty (30) minutes before the fifth (5th) and tenth (10th)
6 hour of their shifts. Defendant's payroll records demonstrate that Class members were unable to
7 take a meal period for approximately 42,193 shifts. Likewise, of the 17,268 shifts that were
8 greater than 10 hours, the payroll records reflect that there was only a small fraction (290 or 1.7%)
9 of the recorded second meal periods at all. Based on the data produced by Defendant, Plaintiff
10 estimates that there were approximately 42,193 unique meal period violation which constitutes a
11 45.3% violation rate. Therefore, Plaintiff calculated Defendant's maximum exposure under this
12 theory of liability at \$624,879 (42,193 non-compliant meal periods * \$14.81 meal period
13 premium). As such, the total Class/PAGA damages regarding meal period violations is estimated
14 to be \$624,879. However, Defendant claims that it maintained legally compliant meal period
15 policies throughout the Class Period, and that it allowed Class Members to take compliant and
16 timely meal periods. Defendant also claimed that all the hourly production workers had signed
17 valid second meal period waivers. As such, Defendant vigorously contended that there were no
18 violations for all of the shifts between 10 and 12 hours. Defendant also contended that the meal
19 period claim would not be certified due to the lack of any common evidence tying together the
20 reason that Class Members experienced a meal period violation, and that the presence of these
21 affirmative defenses as to the voluntariness of a particular meal period decision would preclude
22 class certification. *see Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 25. In light
23 of these defenses and arguments, Plaintiff discounted Defendant's maximum exposure by 50%
24 for the risk of non-certification, and an additional 50% to account for Defendant's defenses on
25 the merits, to arrive at an estimated total of \$156,219.75.

26 15. Plaintiff alleges that Defendant failed to authorize and permit all legally compliant
27 rest periods throughout the Class Period. More specifically, Defendant's rest period policy
28 required Class members to remain on the company premises during rest periods at the threat of

1 being written up. Plaintiff's analysis of Defendant's data demonstrates there were approximately
2 93,208 rest period eligible shifts. Therefore, Plaintiff calculated Defendant's maximum exposure
3 on this claim at \$1,312,368 (93,208 non-compliant rest periods * \$14.81 rest period premium).

4 16. However, Defendant asserted that it maintained compliant rest period policies
5 throughout the Class Period, and authorized and permitted all rest periods to Class Members. In
6 addition, Defendant argued that, in practice, Class Members were free to and did leave the
7 premises during rest periods. Further, Defendant contends that this claim is not amenable to class
8 treatment because individualized inquiries would be required to determine which employees
9 failed to take rest periods, whether each employees left the premises, and the reasons why each
10 employee failed to take a rest period on a particular shift. As such, Plaintiff discounted
11 Defendant's maximum exposure by 75% to account for the risk of non-certification, and an
12 additional 50% to account for Defendant's defenses on the merits, to arrive at an estimated
13 exposure of approximately \$164,046.08.

14 17. Plaintiff contends that, because of the foregoing Labor Code violations, Defendant
15 issued inaccurate wage statements. More specifically, as a result of the failure to pay overtime
16 wages and pay meal and rest period premiums, the wage statements issued fail to reflect (i) all
17 net wages earned, (ii) gross wages earned, (iii) the appropriate overtime rate, and (iv) the
18 appropriate rate of premium pay for non-compliant meal and rest periods. Further, the wage
19 statements issued by Defendant failed to indicate the applicable hourly rates in effect during the
20 pay period and the corresponding number of hours worked at each hourly rate. Plaintiff's data
21 analysis reveals there were approximately 4,916 wage statements issued during the one-year
22 liability period. Therefore, Plaintiff calculates Defendant's maximum exposure for this claim at
23 \$245,800.

24 18. Based on Defendant's arguments that: (i) no violations occurred; (ii) any alleged
25 violations were not "knowing and intentional" as required by Labor Code § 226(e); (iii) no actual
26 injury was suffered; and (iv) that its wage statements always accurately reflected hours worked
27 and amounts paid to employees, *see Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th
28 1308, 1336-37 (agreeing with employer's "commonsense position that the pay stubs were

1 accurate in that they correctly reflected the hours worked and the pay received), Plaintiff
2 discounted the calculated maximum exposure by 50% for a risk of non-certification, and an
3 additional 50% for a risk of being unsuccessful on the merits, to arrive at an estimated total of
4 \$61,450.

5 19. Defendant's records reflected approximately 138 former non-exempt employees
6 who separated from their employment with Defendant during the Class Period. Based on an
7 average hourly rate of \$14.81, Plaintiff estimated the average waiting time penalty per former
8 employee to be \$3,732.12 ($\$14.81 \times 8.4 \text{ hours per day} \times 30 \text{ days}$). Therefore, Plaintiff estimated
9 Defendant's maximum exposure for potential waiting time penalties to be \$515,032.56 (138
10 former employees * \$3,732.12 average waiting time penalty). Defendant presented several
11 defenses to this claim, most notably, the assertion that because they possessed good-faith defenses
12 to the underlying claims, any failure to pay wages was not "willful" as a matter of law. Defendant
13 further contended that no waiting time penalties are recoverable as a matter of law as to Plaintiff's
14 claims predicated on a failure to provide meal and/or rest periods as a Court of Appeal recently
15 held in *Naranjo v. Spectrum Security Servs., Inc.* (2019) 40 Cal.App.5th. 444, 473-75 (review
16 granted Jan. 2, 2020). To account for Defendant's defenses, Plaintiff discounted the maximum
17 exposure by 50% for the risk of non-certification, and an additional 50% for risk of losing on the
18 merits, and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of
19 \$128,758.14.

20 20. Based on the data provided by Defendant, there are approximately 5,261 pay
21 periods during the relevant PAGA period. Based on the violations addressed above, Plaintiff
22 contends that Defendant is liable for a PAGA civil penalty in the amount of at least \$100 for each
23 of the 5,261 pay periods worked during the PAGA period. Accordingly, Plaintiff estimated
24 Defendant's maximum potential PAGA exposure at \$526,100 (5,261 violations * \$100 "initial"
25 penalty). *Amaral v. Cintas Corp. No. 2* (2009) 163 Cal.App.4th 1157, 1207 (finding "initial"
26 violation rate applies until employer is notified that it is violating a Labor Code provision)

27 21. However, Defendant asserted a host of credible defenses to Plaintiff's PAGA
28 claims. First, Defendant argued that these penalties derived from the underlying wage and hour

violations discussed above, which Defendant vigorously disputes. *see e.g., Green v. Lawrence Service Co.* (C.D. Cal. 2013) Case No. LA CV12-06155 JAK (VBKx), 2013 WL 3907506, *5, n.5 (explaining that a PAGA claim’s success was determined by the merits of its underlying claims). Defendant further contended that the Court would drastically reduce any award of PAGA penalties as “confiscatory.” *see also Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000). Therefore, Plaintiff discounted the maximum figure by 65% for risk of losing on the merits, and an additional 75% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of \$46,033.75.

22. Ultimately, Defendant’s various defenses, difficulties of proof, and other risks as described above, Plaintiff predicted that the potential likely recovery for the Class at trial would be approximately \$570,904.22. The proposed settlement of \$312,500 therefore represents approximately 54% of the reasonably forecasted recovery for the Class, and therefore, represents a fair, reasonable, and adequate resolution of this lawsuit. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to Class Members, which is consistent with what Plaintiff’s counsel believes could have been recovered had the case proceeded through trial.

The Settlement Is Within the Range of Possible Approval

23. The Settlement amount reached in this case provides significant recovery to Participating Class Members and easily falls within the range of reasonableness.

24. Plaintiff’s counsel obtained a Gross Settlement Amount of Three Hundred Twelve Thousand Five Hundred Dollars (\$312,500). Class Counsel considers this to be an excellent settlement for Class Members, when taking into account all issues and risks related to liability and class certification and considering the case law regarding fair, reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139 [“Compromise is inherent and necessary in the settlement process ... even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,

1 this is no bar to a class settlement because the public interest may indeed be served by a voluntary
2 settlement in which each side gives ground in the interest of avoiding litigation.”]; *Officers for*
3 *Justice v. Civil Service Comm’n*, 688 F.2d 615, 62(9th Cir. 1982) 8 [“It is well-settled law that a
4 cash settlement amounting to only a fraction of the potential recovery does not ... render the
5 settlement inadequate or unfair.”].

6 25. The proposed settlement reflects approximately 54% of the estimated recovery the
7 Class could reasonably expect in light of the significant litigation risks, and will provide tangible,
8 monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure
9 recovered in this case exceeds percentages routinely approved by courts.

10 **The Allocation for Enhancement Awards Is Reasonable**

11 26. Subject to Court approval, Plaintiff will receive a Class Representative Service
12 Payment in the amounts of Seven Thousand Five Hundred Dollars (\$7,500). The Service Payment
13 will be paid in addition to Plaintiff’s individual Settlement Share. Plaintiff spent considerable time
14 and effort to produce relevant documents and past employment records and provide the facts and
15 evidence necessary to support the allegations. Plaintiff was available whenever counsel needed her
16 and tried to obtain documents and information that would benefit the Class.

17 **The Allocation for Attorneys’ Fees and Costs Are Reasonable**

18 27. The Settlement establishes a Gross Settlement Amount of Three Hundred Twelve
19 Thousand Five Hundred Dollars (\$312,500) and provides for Class Counsels to apply for attorneys’
20 fees in an amount of One Hundred and Four Thousand One Hundred Sixty Six Dollars and Sixty Six
21 Cents (\$104,166.66) Class Counsel will apply for attorneys’ fees at the time of seeking final approval
22 of the proposed Settlement.

23 28. The Class Counsel Fees Payment provided for by the Settlement is reasonable,
24 particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this
25 case for over a year, with the possibility of an unsuccessful outcome and no fee recovery of any kind.
26 The ongoing work has been demanding and ultimately successful in achieving a substantial
27 Settlement. Given the strengths and weaknesses of the claims and the risk and expense of further
28 litigation, Plaintiff believes that his counsel achieved an excellent result on behalf of the Class.

1 Considering the amount of the fees to be requested, the work performed, and the risks incurred, the
2 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment provided for by the
3 Settlement are reasonable and should be awarded.

4 29. Class Counsel have borne, and continue to bear, the entire risk and cost of
5 litigation associated with this class action on a pure contingency basis. The factual and legal
6 issues posed in this case were evolving and difficult. Based on Class Counsels' past experience
7 in wage and hour class action litigation, it is safe to state that Class Counsel is very likely to be
8 called upon, after the Class Notice has been sent, to expend substantial amounts of additional time
9 to help Class Members understand the terms of the proposed settlement, and to assist Class
10 Members in the preparation and documentation of their claims. It is also likely that, even after
11 final approval of the settlement has been granted, Class Counsel will be called upon to expend
12 additional amounts of time in the presentation and resolution of contests and disputes relating to
13 Class Members' claims under the terms of the proposed settlement, as to the amounts of
14 individual claims and perhaps other individual issues.

15 30. The Court should preliminarily approve the requested Class Counsel Fees
16 Payment and Class Counsel Litigation Expenses Payment which are justified by the outstanding
17 results achieved, the complexity of the issues, the difficulty of the case, and the great risk
18 undertaken by Class Counsel. The requested payments will not be opposed by Defendant and are
19 well within established guidelines.

20 31. I graduated with a Bachelor of Arts with a major in Political Science from the
21 University of California, Berkeley in 2007. I received my J.D. from Loyola Law School–Los
22 Angeles in 2012 and became a member of the California State Bar in December 2012. I began
23 my legal career focusing on plaintiff-side employment litigation with an emphasis on disability
24 discrimination and harassment matters under the Fair Employment and Housing Act. After
25 practicing for several years, I opened my law firm in 2014 with an exclusive concentration in
26 representation of employees against employers to recover unpaid wages and vindicate
27 harassment, discrimination and retaliation claims in various contexts.

1 32. I was recently selected by my peers as a “Rising Star” in Employment Litigation
2 for the fifth year in a row.

3 33. I am also an active member of the California Employment Lawyers’ Association
4 (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy
5 on behalf of employees.

6 34. My firm has the experience, resources, and means necessary to allow us to provide
7 adequate representation as Class Counsel to all Class Members in this litigation. Currently, my
8 firm is acting as counsel in at least twenty wage-and-hour class actions and co-counsel in at least
9 twenty-five other wage-and-hour class actions.

10 **The Settlement Resulted From Serious, Informed Negotiations**

11 35. The Settlement that has been reached, subject to this Court’s approval, is the
12 product of substantial effort by the parties and their counsel. The settlement was reached after
13 extensive factual and legal investigation and research, numerous discussions, exchanges of
14 documents and information, correspondences, a full day session of mediation, review of
15 pleadings, evidence and rulings in similar actions litigated elsewhere in the state, and review of
16 similar cases in the same industry elsewhere in the country. The Settlement amount is, of course,
17 a compromise figure. It took into account the risks related to liability, damages, and all the
18 defenses asserted by Defendant.

19 36. Plaintiff assert that the wage and hour claims and the PAGA claims for resulting
20 penalties would be certified. Plaintiff’s counsel reviewed documents produced by Defendant,
21 including but not limited to employee handbooks, time and payroll records for Class Members,
22 etc., and based thereon reasonably believed that Plaintiff would have a significant chance of
23 certifying the Class.

24 37. On the other hand, Defendant argued that Plaintiff cannot meet the requirements
25 of class certification. In particular, Defendant believe that compliant meal and rest periods were
26 provided, and Defendant did not deter employees from taking compliant meal and rest periods,
27 and Defendant’s meal and rest period policies were likewise compliant. Defendant further
28 contended that class certification would not be warranted because individual liability issues

1 predominate Plaintiff's claims.

2 38. While Plaintiff believes in his chance of success of certifying the claims, Plaintiff
3 recognized the potential risk, expense, and complexity posed by further litigation. Litigating
4 Plaintiff's claims in this litigation—claims that involve numerous Class Members during the Class
5 Period—would require substantial additional preparation and discovery and ultimately would
6 involve the deposition and presentation of numerous witnesses (including expert witnesses), as
7 well as the consideration, preparation, and analysis of expert reports. Therefore, should litigation
8 have progressed any further, there would have been significant expense incurred by each side.

9 39. Plaintiff and Defendant have very strong positions on liability in this case.
10 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in
11 Plaintiff's operative complaint, and further denies that, for any purpose other than that of settling
12 this lawsuit, this action is appropriate for class treatment. In light of the sharply contested legal
13 and factual issues, the risks of continued litigation, and substantial benefits to Class Members
14 under the Settlement, the terms and conditions of this class settlement are fair and reasonable to
15 all sides.

16 40. Class Counsel conducted a thorough investigation into the facts of the case, including,
17 *inter alia*, interviews with Plaintiff and multiple Class Members, and diligently investigated the
18 allegations in this lawsuit. Class Counsel reviewed a large volume of pages of documents and data
19 produced by Defendant and obtained through other sources, including and not limited to, Plaintiff and
20 other Class Members, employment records (including, *inter alia*, time and payroll data, timecards,
21 earning statements, and personnel records), as well as excerpts of Defendant's employee handbook
22 (such as excerpts pertaining to Defendant's meal and rest break policies), class-wide data, various
23 documents regarding Defendant's wage-and-hour policies, various internal memoranda various
24 agreements, various training and on-boarding material, and various forms, among other information
25 and documents. The parties exchanged information and documents formally and informally. The
26 parties also met and conferred on numerous occasions over issues relating to the pleadings,
27 jurisdiction, vigorous motion practice, and discovery. The parties reached the Settlement after
28 reviewing all available evidence, arm's-length bargaining, and participating in mediation conducted

1 by Hon. Thierry P. Colaw (Ret.), a well-respected mediator experienced in handling complex wage-
2 and-hour matters. During the mediation, the parties exchanged information and discussed various
3 aspects of the case, including and not limited to, Plaintiff's claims, the risks and delays of further
4 litigation and of proceeding with certification and/or representative adjudication, the law relating to
5 rounding theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative
6 claims, the evidence produced and analyzed, and the possibility of appeals, among other things.

7 41. During all settlement discussions, the parties conducted their negotiations at arm's
8 length from an adversarial position. Arriving at a settlement that was acceptable to both parties was
9 not easy. The data and documents produced and obtained in this case enabled Class Counsel to prepare
10 damages/valuation models in preparation for the mediation, to determine the value and strength of
11 the claims. With the aid of the mediator's evaluations, the parties agreed that the Action was well-
12 suited for settlement given the legal issues relating to the claims, as well as the costs and risks to both
13 sides that would attend further litigation. The Settlement takes into account the strengths and
14 weaknesses of each side's position and the uncertainty of how the case might have concluded at
15 certification, trial, and/or appeals.

16 42. The Settlement is based on this large volume of facts, evidence, and investigation, and
17 the parties' negotiations during the mediation.¹ While the parties disagree over the merits and
18 certifiability of Plaintiff's claims, Plaintiff and Class Counsel agree that the Settlement is fair,
19 reasonable, adequate, and in the best interest of the Class, in light of all known facts and
20 circumstances.

21 43. I am not aware of any class representative or other collective action in any other
22 court in this or any other jurisdiction that asserts claims similar to those asserted in this action on
23 behalf of a class or group of individuals who would also be members of the class defined in this
24 action. Before making this determination, I made a reasonable inquiry of other members of my
25 firm and any associated law firm to determine whether those individuals are aware of any such
26

27 ¹ See *Hanlon*, 150 F.3d at 1027 (affirming approval of settlement after finding "no evidence to suggest that
28 the settlement was negotiated in haste or in the absence of information illuminating the value of plaintiffs' claims").

1 similar actions. They were likewise unaware of any other action.

2 44. The proposed Class Notice provides the best notice practicable and is adequate in light
3 of the fact that Defendant is in possession of the addresses for Class Members. While Class Counsel
4 considered alternative methods such as publication or notice via the web or social media, it ultimately
5 determined that first class mail was the best choice given that the identities of the Class Members are
6 known and readily identifiable from Defendant's records.

7 45. A copy of Plaintiff's pre-filing letter to the LWDA is attached hereto as **Exhibit**
8 **"C"**.

9 46. Plaintiff has concurrently submitted the settlement to the LWDA in accordance
10 with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "D"**.

11 I declare under penalty of perjury under the laws of the state of California that the
12 foregoing is true and correct this 6th day of August 2021, at Los Angeles, California.

13
14 _____
Mehrdad Bokhour

EXHIBIT “A”

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Class Action Settlement Agreement and Release of Claims is entered into by and
3 between Plaintiff Maria De Los Angeles Vasquez, individually and on behalf of all others
4 similarly situated, and Defendant Nutrawise Health & Beauty Corporation, and is approved by
5 their respective counsel of record, subject to the terms and conditions hereof and the Court's
6 approval.

7 **A. Definitions**

8 1. "Action" or "Lawsuit" means and refers to the case entitled *Maria De Los*
9 *Angeles Vasquez v. Nutrawise Health & Beauty Corporation*, Orange County Superior Court
10 Case No. 30-2020-01140636-CU-OE-CXC.

11 2. "Settlement Agreement," "Settlement," "Agreement," or "Stipulation" shall
12 mean this Class Action Settlement Agreement and Release of Claims, including any attached
13 Exhibits.

14 3. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
15 Joshua Falakassa of Falakassa Law, P.C.

16 4. "Class Data" means a complete list that Defendant will diligently and in good
17 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
18 and shall include the Settlement Class Members' full names; last known addresses; telephone
19 numbers; Social Security Numbers; and dates of employment as non-exempt employees of
20 Defendant during the Class Period for each Settlement Class Member.

21 5. "Class Period" is deemed to be the period of May 26, 2016 through July 11,
22 2021, or Preliminary Approval Date, whichever occurs earlier.

23 6. "Class Representative" or "Plaintiff" means and refers to Maria De Los Angeles
24 Vasquez.

25 7. "Complaint" refers to the Class Action Complaint filed in the Orange County
26 Superior Court action entitled *Maria De Los Angeles Vasquez v. Nutrawise Health & Beauty*
27 *Corporation*, Case No. 30-2020-01140636-CU-OE-CXC.

1 8. “Court” means the California Superior Court, County of Orange or any Court of
2 competent jurisdiction.

3 9. “Defendant” means and refers to Nutrawise Health & Beauty Corporation.

4 10. “Defendant’s Counsel” or “Defense Counsel” means and refers to Stephanie P.
5 Alexander of Smith LC.

6 11. “Effective Date” means the latest of the following dates: (i) if no Class Member
7 objects, timely and properly intervenes, or files a motion to vacate the judgment approving the
8 Settlement Agreement under Code of Civil Procedure § 663, then the date the Court enters an
9 order granting Final Approval of the Settlement; (ii) if a Class Member objects, intervenes, or
10 files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61)
11 calendar days following the date the Court enters an order granting final approval of the
12 Settlement, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final
13 resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*),
14 resulting in final judicial approval of the Settlement.

15 12. “Final” means that the Settlement has been granted “Final Approval” by the
16 Court and the “Effective Date” has occurred.

17 13. “Final Approval” refers to the order of the Court granting final approval of this
18 Settlement Agreement and entering a judgment approving this Settlement on substantially the
19 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

20 14. “Final Settlement Class” means, collectively, all Settlement Class Members who
21 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

22 15. “Individual Settlement Amount” shall have the meaning ascribed to it in
23 Paragraph 44(d) below.

24 16. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph
25 44(c) below.

26 17. “Notice” means the notice of settlement of class action that will be sent to the
27 Settlement Class Members.
28

1 18. “Notice Response Deadline” is 45 calendar days from the date the Notice is
2 mailed to the Settlement Class Members.

3 19. “Objecting Settlement Class Member” means a Settlement Class Member, other
4 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement,
5 pursuant to Paragraph 63(a) below.

6 20. “Participating Class Member” means any and all Settlement Class Members who
7 are deemed to participate and/or receive an Individual Settlement Amount and who do not opt-
8 out by submitting timely valid Requests for Exclusion.

9 21. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and
10 Defendant, collectively.

11 22. “Workweeks Worked” for each Settlement Class Member means any workweek
12 during the Class Period in which the Settlement Class Member was employed by Defendant as a
13 non-exempt employee in California and worked at least one shift during the workweek.

14 23. “Preliminary Approval Date” means the date the Court preliminarily approves
15 the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

16 24. “Preliminary Approval Order” means the judicial Order to be entered by the
17 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
18 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of
19 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a
20 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and
21 costs.

22 25. “QSF” means the Qualified Settlement Fund set up by the Settlement
23 Administrator for the benefit of the Final Settlement Class, and from which the settlement
24 payments shall be made, and which is intended to be a fund that qualifies under Internal
25 Revenue Code Sec. 468.

26 26. “Released Claims” by the Participating Class Members upon Final Approval of
27 the Settlement will include all claims which were pled in the operative Complaint or that could
28 have been pled based on the facts alleged therein, including claims for (1) failure pay overtime

1 wages, (2) failure to provide meal breaks and/or pay missed meal period premiums, (3) failure
2 to provide rest breaks and/or pay missed rest period premiums, (4) failure to pay due wages at
3 separation of employment, (5) failure to provide accurate itemized wage statements, (6) unfair
4 competition, and (7) PAGA penalties based on the foregoing Labor Code violations.

5 27. “Released Parties” means Defendant, together with its current and former
6 owners, officers, directors, members, managers, shareholders, agents, subsidiaries, operators,
7 partners, insurers, successors and assignees.

8 28. “Release Period” shall be the time period governing the Released Claims which
9 shall be any time from of May 26, 2016, through July 11, 2021, or Preliminary Approval Date,
10 whichever occurs earlier.

11 29. “Release” shall mean the release and discharge of the Released Claims by
12 Plaintiff and all of the Participating Class Members.

13 30. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 63(a)
14 below.

15 31. “Service Payment” or “Service Award” means the amount approved by the Court
16 to be paid to the Class Representative in addition to her Individual Settlement Amount as a
17 Participating Class Member.

18 32. “Settlement Administrator” means and refers to the third-party class action
19 settlement administrator agreed to by the Parties that will provide the Notice to the Class
20 Members and distribute the settlement amounts as described in this Agreement.

21 33. “Settlement Administration Costs” means the costs payable from the Settlement
22 Amount to the Settlement Administrator for administering this Settlement, including, but not
23 limited to, printing, distributing, and tracking documents for this Settlement, translating the
24 class notice into Spanish, tax reporting, unclaimed property due diligence, reporting and
25 remittance obligations, distributing the Settlement Amount, and providing necessary reports and
26 declarations, as requested by the Parties. The Settlement Administration Costs shall be paid
27 from the Settlement Amount.
28

1 34. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning
2 ascribed to it in Paragraph 44(a) below.

3 35. “Settlement Class” or “Covered Position” is defined as “All current and former
4 non-exempt employees employed by Defendant in California at any time during the Class
5 Period.”

6 36. “Settlement Class Member” or “Class Member(s)” refers to individual members
7 of the Settlement Class.

8 **B. General Terms**

9 37. On May 26, 2020, Plaintiff Maria De Los Angeles Vasquez filed the Complaint
10 against Defendant asserting class and representative PAGA claims, including: (1) failure pay
11 overtime wages under Labor Code sections 204, 510, 558, 1194, and 1198, (2) failure to provide
12 meal breaks and/or pay missed meal period premiums under Labor Code sections 226.7 and
13 512, (3) failure to provide rest breaks and/or pay missed rest period premiums under Labor
14 Code sections 226.7 and 516, (4) failure to provide accurate itemized wage statements pursuant
15 to Labor Code section 226, (5) failure to pay all wages due at separation of employment
16 pursuant to Labor Code sections 201, 202, and 203, (6) unfair competition pursuant to Bus. &
17 Prof. Code section 17200, and (7) PAGA penalties based on the foregoing Labor Code
18 violations pursuant to Labor Code section 2698, et seq.

19 38. Defendant denies Plaintiff’s claims and allegations as to their merits and also
20 contends that the Action is not suitable for class certification and/or representative treatment.

21 39. The Class Representative believes she can proceed with her representative and
22 class claims, that the Action is meritorious, and that class certification is appropriate.

23 40. The Parties have conducted a thorough investigation into the facts of the Action.
24 This includes conducting extensive exchange of informal discovery, including Defendant’s
25 written policies and practices and the production of payroll and timekeeping records for
26 Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive
27 research with respect to the applicable law and potential defenses to the claims of the Settlement
28 Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims

1 against Defendant. Based on the foregoing data and on their own independent investigation and
2 evaluation, Class Counsel is of the opinion that the settlement with Defendant for the
3 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
4 adequate and is in the best interest of the Class Members in light of all known facts and
5 circumstances, including the risk of significant delay and uncertainty associated with litigation,
6 various defenses asserted by Defendant, and numerous potential appellate issues.

7 41. On December 1, 2020, the Parties participated in mediation before Hon. Thierry
8 P. Colaw, (Ret.), a highly experienced class action mediator. The matter did not resolve at
9 mediation, but the mediator continued to pursue negotiations with the Parties following the
10 mediation. Ultimately, Judge Colaw issued a mediator's proposal, which both parties accepted.

11 42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the
12 acts to be performed or judgments to be entered pursuant to the terms of the Settlement
13 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
14 any statute or law or liability on the claims or allegations in the Action.

15 43. Stipulation for Class Certification. For settlement purposes only, Defendant will
16 stipulate that the Settlement Class Members described herein who do not Request Exclusion
17 from the Settlement Class may be conditionally certified as a settlement class. This stipulation
18 to certification is in no way an admission that class action certification and/or representative
19 treatment is proper and shall not be admissible in this or in any other action except for the sole
20 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final
21 Approval, the Parties' stipulation to class certification as part of the Settlement shall become
22 null and void *ab initio* and shall have no bearing on and shall not be admissible in connection
23 with the issue of whether or not class certification and/or representative treatment would be
24 appropriate in a non-settlement context. Defendant expressly reserves its rights and declares
25 that it will continue to oppose class certification and the substantive merits of the case should
26 the Court deny Final Approval. Plaintiff expressly reserves her right and declares that she will
27 continue to pursue class certification and representative treatment and a trial should the Court
28 deny Final Approval.

1 **C. Terms of Settlement**

2 44. The financial terms of the Settlement are as follows:

3 (a) Gross Settlement Amount: The Parties agree to settle this Action for Three
4 Hundred Twelve Thousand Five Hundred Dollars (\$312,500) ("the Settlement Amount"). The
5 Settlement Amount is the maximum amount that will be paid by Defendant, and includes
6 Individual Settlement Amounts, attorneys' fees of Class Counsel, costs and expenses, the
7 Service Payment to the Class Representatives, all Settlement Administration Costs, and
8 payment to the Labor Workforce Development Agency (LWDA) for PAGA penalties.
9 Defendant shall separately pay its share the employers' share of the payroll taxes.

10 (b) The Settlement is based on Defendant's representation that there are
11 approximately 30,000 Workweeks Worked included in the Class Period.

12 (c) Net Settlement Amount: The "Net Settlement Amount" is defined as the
13 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the
14 Court, the Service Payment to the Class Representatives as approved and awarded by the Court,
15 the Settlement Administration Costs, and the ten thousand dollars (\$10,000) allocated to
16 payment for PAGA penalties as described in paragraph 45(i) below. In the event that the Court
17 reduces the attorneys' fees, costs, expenses, Service Awards, or either increases or decreases the
18 amount allocated to PAGA penalties, the Net Settlement Sum shall be adjusted accordingly
19 consistent with such findings.

20 (d) Individual Settlement Amounts for the Settlement Class: From the Net
21 Settlement Amount, the Settlement Administrator will use the Class Data provided by
22 Defendant to calculate each Participating Class Member's Individual Settlement Amounts based
23 on the following formula:

24 i. PAGA Amount: \$10,000 of the Gross Settlement Amount has been
25 designated to the PAGA claims. Twenty-five percent (25%) of the \$10,000, or \$2,500, shall be
26 paid out to Settlement Class Members. Each Settlement Class Member shall receive a portion
27 of the \$2,500 proportionate to the number of Workweeks Worked by the Settlement Class
28 Member during the Class Period compared to the total number of Workweeks Worked by all

1 Settlement Class Members during the Class Period.

2 ii. Class Amount: The Net Settlement Amount shall be allocated to
3 Participating Class Members based on his or her proportionate Workweeks Worked during the
4 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
5 numerator which is the Participating Class Member's total Workweeks Worked during the Class
6 Period, and the denominator of which is the total Workweeks Worked by all Participating Class
7 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the
8 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for
9 each Participating Class Member so that the amount actually distributed to Participating Class
10 Members equals 100% of the Net Settlement Amount.

11 (e) Allocation of Individual Settlement Amounts: The Individual Settlement
12 Amounts will be allocated based on the allegations in the Action as follows: twenty (20%)
13 percent will be paid as wages subject to withholding of all applicable local, state, and federal
14 taxes; and eighty (80%) will be paid as interest and as penalties (pursuant to, e.g., California
15 Labor Code sections 203, 226, 558) from which no taxes will be withheld. The Settlement
16 Administrator will issue to each Participating Class Member an Internal Revenue Service Form
17 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with
18 respect to the penalties and interest allocations.

19 (f) Service Payment to Class Representatives: The amount awarded to the Class
20 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
21 \$7,500. Defendant agrees not to oppose this request. The Service Payment to Plaintiff will be
22 paid out of the Gross Settlement Amount. The Class Representative will be issued IRS Form
23 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay
24 any and all applicable taxes on this payment. The Parties agree that any amount awarded as the
25 Service Payment to Plaintiff less than the requested amount shall not be a basis for Class
26 Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service
27 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the
28 Participating Class Members.

(g) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one third (33.33%) of the Settlement Amount, plus reasonable litigation costs not to exceed \$15,000 ("Attorney's Fees and Cost Award"). For purposes of this Settlement, Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney representing or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000, unless approved by all Parties and the Court.

(i) PAGA Penalties: The Parties agree that \$10,000 is allocated towards PAGA Penalties and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$7,500 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties under the Private Attorney General Act of 2004 ("PAGA"), Labor Code section 2699(i), and \$2,500 (25%) will be included in the Individual Settlement Amounts, payable to the Participating Class Members.

(j) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make no representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff

1 and Participating Class Members understand and agree that they will be solely responsible for
2 the payment of any taxes and penalties assessed on their respective Settlement Amounts
3 described herein. The amount of federal income tax withholding will be based upon a flat
4 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-
5 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to
6 applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099
7 will be distributed at times and in the manner required by the Internal Revenue Code of 1986
8 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
9 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
10 processes set forth in this Section may be modified in a manner to bring Defendant into
11 compliance with any such changes.

12 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT
13 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
14 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
15 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
16 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
17 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
18 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
19 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
20 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
21 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
22 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
23 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
24 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
25 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
26 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
27 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
28 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY

1 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
3 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
4 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
5 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
6 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
7 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

8 45. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
9 no circumstances will any portion of the Settlement Amount revert to Defendant. Participating
10 Class Members will not have to make a claim in order to receive an Individual Settlement
11 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to
12 each Participating Class Member. The Settlement Administrator shall be responsible for
13 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a
14 result of a Participating Class Member not cashing an Individual Settlement Amount by the
15 check cashing deadline, as set forth herein.

16 46. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
17 adequate, and will so represent same to the Court.

18 **D. Release by Plaintiff and the Settlement Class**

19 47. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class
20 Member, for themselves and for their respective spouses, heirs, successors, beneficiaries,
21 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
22 representatives, will forever completely release and discharge the Released Parties from the
23 Released Claims for the Release Period.

24 48. Each Participating Class Member will be deemed to have made the foregoing
25 Release as if by manually signing it.

26 49. Plaintiff and Defendant intend that the Settlement described in this Agreement
27 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
28 arbitration, demand, or other action of any kind, by each, every and all of the Participating Class

Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not apply to any Class Member who timely and validly opt out of the Settlement.

50. Class Representative, on behalf of herself and the Settlement Class, acknowledges and agrees that the claims for unpaid wages in the Action, and untimely payment of wages in the Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to her. Class Representative, on behalf of herself and the Settlement Class, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

E. Release by Class Representative

51. As a material inducement to Defendant to enter into this Settlement Agreement, in addition to the Class Representative's release of the Released Claims as discussed in Paragraph 47 above, Class Representative does hereby, for herself and for her respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

52. Without limiting the generality of the foregoing, Class Representative expressly releases all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation, “retaliation” claims and claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged “off the clock” work under federal and state law, including, but not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Sections 218.5 and 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees; and any federal,

1 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1)
2 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
3 discrimination or harassment, including retaliation for reporting discrimination or harassment);
4 (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California
5 Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq.
6 (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 et
7 seq. (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government
8 Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including
9 discrimination or harassment based on race, religious creed, color, national origin, ancestry,
10 disability, marital status, sex (including pregnancy), or age, including retaliation for reporting
11 discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §
12 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et
13 seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race,
14 color, religion, sex, and national origin discrimination or harassment); (10) Executive Order
15 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973
16 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement
17 Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits).

18 53. Class Representative expressly waives and relinquishes all rights and benefits
19 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
20 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
21 Code of the State of California states:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
24 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
25 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
27 DEBTOR OR RELEASED PARTY.
28

1 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
2 full and complete release and discharge of all parties, Class Representatives and Class Counsel
3 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
4 without limitation, all claims that Class Representatives knew of, as well as all claims that she
5 does not know or suspect to exist in her favor against the Released Parties, or any of them, for
6 the time period from the beginning of time to the execution of this Settlement Agreement, and
7 that this Settlement Agreement contemplates the extinguishment of any such Class
8 Representatives' claims.

9 **F. Interim Stay of Proceedings**

10 54. Pending completion of all of the prerequisites necessary to effectuate this
11 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the
12 Action except such as are necessary to effectuate the Settlement, including amending the
13 operative complaint, if applicable

14 **G. Notice Process**

15 55. Appointment of Settlement Administrator. The Parties have agreed to the
16 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
17 including mailing the Notice, using standard devices to obtain forwarding addresses,
18 independently reviewing and verifying documentation associated with any claims or opt-out
19 requests, resolving any disputes regarding the calculation or application of the formula for
20 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
21 Participating Class Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence,
22 reporting and remittance obligations, and performing such other tasks as set forth herein or as
23 the Parties mutually agree or that the Court orders.

24 56. Disputes Regarding Settlement Administration. Any and all disputes relating to
25 administration of the Settlement by the Settlement Administrator (except for disputes regarding
26 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
27 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify
28 the Court that all payments and obligations contemplated by this Settlement Agreement have

1 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will
2 confer in good faith to resolve the dispute without the necessity of Court intervention. The
3 Settlement Administrator shall also be responsible for issuing to Plaintiff, Settlement Class
4 Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for
5 all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
6 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and
7 penalties to the appropriate government authorities.

8 57. Class Data. Within twenty (20) calendar days after entry of the Preliminary
9 Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The
10 Settlement Administrator will run a check of the Class Members' addresses against those on file
11 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the
12 Settlement Administrator will remain confidential, shall be used solely to administer the
13 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax
14 authorities, pursuant to Defendant's express written consent, or by order of the Court.

15 58. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
16 Administrator to the Settlement Class Members, by first class mail, in English and Spanish,
17 within ten (10) calendar days following the Settlement Administrator's receipt of the Class
18 Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain
19 forwarding addresses of Settlement Class Members if any envelopes are returned.

20 59. Returned Notices. The Settlement Administrator will take steps to ensure that
21 the Notice is received by all Settlement Class Members, including utilization of the National
22 Change of Address Database maintained by the United States Postal Service to review the
23 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class
24 Member for whom an updated address is located within ten (10) calendar days following both
25 the Settlement Administrator learning of the failed mailing and its receipt of the updated
26 address. The Notice shall be identical to the original Notice, except that it shall notify the Class
27 Member that the exclusion (opt-out) request or objection must be returned by the later of the
28 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

60. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice.

61. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated Individual Settlement Amount and the number of Weeks Worked during the Class Period. Class Members may dispute their Weeks Worked if they feel they were employed more workweeks in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Pay Period Value; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

62. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

63. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

1 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
2 Member, other than Plaintiff, may request to be excluded from the Settlement Class by
3 submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before
4 the Notice Response Deadline. The Request for Exclusion should state:

5 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS
6 IN THE VASQUEZ V. NUTRAWISE LAWSUIT. I
7 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
8 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
9 FROM THE SETTLEMENT OF THIS LAWSUIT.”

10 Any Request for Exclusion must include the full name, address, telephone
11 number, last four digits of the social security number or date of birth, and signature of the
12 Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by
13 mail to the Settlement Administrator at the specified address. Any such Request must be made
14 in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely
15 only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in
16 writing. Any Settlement Class Member who timely requests exclusion in compliance with these
17 requirements: (i) will not have any rights under this Agreement, including the right to object,
18 appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this
19 Agreement; and (iii) will not be bound by this Agreement, or the Judgment.

20 (b) Binding Effect on Final Settlement Class Members. Except for those
21 Settlement Class Members who exclude themselves in compliance with the procedures set forth
22 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for
23 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
24 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
25 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
26 reasonableness, and adequacy of the Settlement.

27 (c) Objections to Settlement. Any Settlement Class Member, other than
28 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member
shall inform the Settlement Administrator, in writing, of his or her objection which must be

1 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
2 objection shall include the full name, address, telephone number, dates of employment with
3 Defendant of the Objecting Settlement Class Member, the case name and number, the basis for
4 the objection, including any legal support and each specific reason in support of the objection,
5 as well as any documentation or evidence in support thereof, and, if the Objecting Settlement
6 Class Member is represented by counsel, the name and address of his or her counsel. If any
7 Objecting Settlement Class Member wishes to speak at the Final Approval Hearing, that
8 Objecting Settlement Class Member's written submission should include a request to be heard,
9 and the Court will determine whether Objecting Settlement Class Members will be permitted to
10 speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and
11 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach
12 the same to its declaration of due diligence it files with the Court prior to the Final Approval
13 Hearing. Any Participating Class Member who files an objection remains eligible to receive
14 monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible
15 for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related
16 to any objections to the Settlement. Submitting an objection does not preserve the right to
17 appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record
18 by timely and properly intervening or filing a motion to vacate the judgment under Code of
19 Civil Procedure § 663.

20 (d) Failure to Object. Any Settlement Class Member who desires to object
21 but fails to timely submit a written objection waives any right to object and will be foreclosed
22 from making any objection to this Settlement. Any Settlement Class Member who does not
23 timely and properly become a party of record by intervening or filing a motion to vacate the
24 judgment waives any and all rights to appeal from the Judgment, including all rights to any
25 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment,
26 motion for new trial, a motion under California Code of Civil Procedure section 473, and
27 extraordinary writs.
28

1 (e) Responses to Objections. Counsel for the Parties may file a response to
2 any objections submitted by Objecting Settlement Class Members at least five (5) court days
3 before the date of the Final Approval Hearing.

4 64. Settlement Class Members will have until the Notice Response Deadline to
5 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
6 Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what
7 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
8 request of Class Counsel or Defense Counsel.

9 65. Funding of the Settlement Amount. Defendant shall make a one-time deposit
10 into the QSF of the Settlement Amount, as described in Paragraph 44(a), within ten (10)
11 calendar days after Final Approval of the Settlement, plus Defendant shall separately pay its
12 share of employer payroll taxes as calculated and directed by the Settlement Administrator.

13 66. Distribution of Funds. No later than fifteen (15) calendar days after deposit of
14 the Settlement Amount into the QSF and/or the Effective Date of the Settlement, whichever is
15 later, the Settlement Administrator will mail the payments to the Participating Class Members,
16 the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the
17 Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the
18 Settlement Administration Costs.

19 67. Deadline for Cashing Settlement Checks. Participating Class Members shall
20 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement
21 checks. If any Participating Class Member's check is not cashed within that period, the check
22 will be void and a stop-payment will be issued. All unclaimed funds shall be donated to Bet
23 Tzedek Legal Services pursuant to the terms of Code of Civil Procedure section 384(b), and the
24 Settlement Administrator shall issue the unclaimed funds to the *cy pres* within approximately
25 215 days of the mailing of the settlement checks. The Release will be binding upon all
26 Participating Class Members who do not cash their checks within the 180-day period. In the
27 event that any settlement check is returned to the Settlement Administrator within 180 days of
28 mailing, the Settlement Administrator will, within five (5) business days of receipt of the

1 returned settlement check, perform a skip trace to locate the individual. If a new address is
2 located by these means, the Administrator will have ten (10) business days to re-issue the check
3 and will notify Defense Counsel and Class Counsel that a re-issued check has been sent.
4 Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator
5 will have any liability for lost or stolen settlement checks, forged signatures on settlement
6 checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the
7 event a Participating Class Member notifies the Settlement Administrator that he or she believes
8 that a settlement check has been lost or stolen, the Settlement Administrator shall immediately
9 stop payment on such check. If the check in question has not been negotiated prior to the stop
10 payment order, the Settlement Administrator will issue a replacement check.

11 68. No person shall have any claim against Defendant (or its designee), Defendant's
12 Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings,
13 distributions, payments or reports made in accordance with or pursuant to this Agreement. This
14 provision does not, however, prevent a Party from seeking enforcement of this Agreement.

15 69. Without prejudice to any other remedies, the Settlement Administrator shall
16 agree to be responsible for any breach of its obligations (whether committed by the Settlement
17 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
18 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
19 and expenses) arising out of any breach committed by the Settlement Administrator or its
20 agents.

21 **H. Duties of the Parties Prior to the Court's Approval**

22 70. Plaintiff will move the Court for Preliminary Approval of this Settlement and
23 entry of the Preliminary Approval Order accomplishing the following:

24 (a) Scheduling the Final Approval Hearing on the issue of whether this
25 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
26 and a hearing on fees, costs and the Service Payment;

27 (b) Approving as to form and content the proposed Notice;
28

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

I. Duties of the Parties Following Court's Final Approval

71. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released Parties.

J. Voiding the Agreement

72. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

73. If six percent (6%) or more of the Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating this Agreement and being relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within fifteen (15) days of the Notice Response Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

74. If the Settlement is voided pursuant to Paragraph 73, or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

75. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

K. Other Terms

76. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

77. No Publicity. The Parties agree that Class Counsel or any other attorneys acting for Class Members or Plaintiff shall not make any press releases or conduct any press conferences regarding the Lawsuit or the settlement of the Lawsuit with Defendant, including the terms of this Settlement Agreement. Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree to decline to respond to any media inquiries concerning the Settlement.

78. No Effect on Employee Benefits. No payments made pursuant to this Settlement Agreement to the Plaintiff or the Settlement Class Members shall be deemed to be pensionable earnings and/or have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or any Class Member. The Parties agree that any and all payments made pursuant to the terms of this Agreement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

1 79. Parties' Authority. The signatories hereto represent that they are fully authorized
2 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
3 hereof.

4 80. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
5 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
6 such documents and to take such other action as may reasonably be necessary to implement the
7 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their
8 best efforts, including all efforts contemplated by this Settlement Agreement and any other
9 efforts that may become necessary by order of the Court, or otherwise, to effectuate this
10 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
11 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
12 Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary
13 and final approval of the settlement, and the final entry of judgment.

14 81. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
15 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
16 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
17 cause of action or rights released and discharged by this Settlement Agreement.

18 82. No Admission. Defendant denies any and all liability to Plaintiff and/or any
19 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
20 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
21 compromise the matters at issue in the Complaint to avoid further substantial expense and the
22 inconvenience and distraction of protracted and burdensome litigation. Defendant also has
23 taken into account the uncertainty and risks inherent in litigation, and without conceding any
24 infirmity in the defenses that they have asserted or could assert against Plaintiff, have
25 determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and
26 upon the terms and conditions set forth in this Agreement.

27 83. Inadmissibility of Agreement. Whether or not the Court issues the Final
28 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,

1 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
2 on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has
3 entered into this Settlement Agreement with the intention of avoiding further disputes and
4 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a
5 settlement document, and it, along with all related documents such as the notices, and motions
6 for preliminary and final approval, shall, pursuant to California Evidence Code section 1152
7 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an
8 action or proceeding to approve the settlement, and/or interpret or enforce this Settlement
9 Agreement. The stipulation for class certification as part of this Settlement Agreement is for
10 settlement purposes only and if, for any reason the settlement is not approved, the stipulation
11 will be of no force or effect.

12 84. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor
13 their respective counsel will solicit or otherwise encourage directly or indirectly any Class
14 Member to object to the Settlement, request exclusion from the Settlement, or appeal from the
15 Judgment.

16 85. Notices. Unless otherwise specifically provided herein, all notices, demands or
17 other communications given hereunder shall be in writing and shall be deemed to have been
18 duly given as of the third business day after mailing by United States registered or certified
19 mail, return receipt requested, addressed:

20 To the Settlement Class:

21 Mehrdad Bokhour
22 *mehrdad@bokhourlaw.com*
23 1901 Avenue of the Stars, Suite 450
24 Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

25 Joshua Falakassa
26 *josh@falakassalaw.com*
27 1901 Avenue of the Stars, Suite 450
28 Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Stephanie P. Alexander
salexander@smith-lc.com
4 Park Plaza, Suite 1050
Irvine, California 92614
Tel: (949) 416-5000; Fax: (949) 416-5555

86. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

87. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

88. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

89. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

90. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

91. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

92. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the Release provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

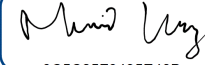
94. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

[signatures on the next page]

1 APPROVAL AND EXECUTION BY PARTIES:
7/24/2021

2 Dated: July __, 2021

CLASS REPRESENTATIVES:

3 DocuSigned by:
4 
9C5C25F9435F48B...

5 Maria De Los Angeles Vasquez

6
7 Dated: July __, 2021

DEFENDANT:

8 NUTRAWISE HEALTH & BEAUTY CORPORATION

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10 By _____
11 Title _____
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1 APPROVED AS TO FORM:
7/24/2021

2 Dated: July ___, 2021

CLASS COUNSEL:

3 **FALAKASSA LAW, P.C.**

4  Joshua Falakassa

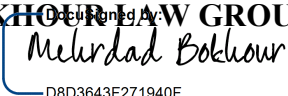
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5 Joshua Falakassa
6 Attorneys for Plaintiff

7 7/24/2021

8 Dated: July ___, 2021

BOKHOUR LAW GROUP, P.C.

9  Mehrdad Bokhour

D8D3643F271940F...

10 Mehrdad Bokhour
11 Attorneys for Plaintiff

12 Dated: July ___, 2021

DEFENDANT'S COUNSEL:

14 **SMITH LC**

15
16
17 Stephanie P. Alexander
Attorneys for Defendant Nutrawise Health & Beauty, Inc.

1 APPROVAL AND EXECUTION BY PARTIES:

2 Dated: July __, 2021

CLASS REPRESENTATIVES:

3
4
5 Maria De Los Angeles Vasquez

6
7 Dated: July 22, 2021

DEFENDANT:

8 NUTRAWISE HEALTH & BEAUTY CORPORATION

9
10 
11 By Darren Rude
12 Title CEO
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28

1 APPROVED AS TO FORM:

2 Dated: July __, 2021

CLASS COUNSEL:

3 **FALAKASSA LAW, P.C.**

4
5 _____
6 Joshua Falakassa
7 Attorneys for Plaintiff

8 Dated: July __, 2021

BOKHOUR LAW GROUP, P.C.

9
10 _____
11 Mehrdad Bokhour
12 Attorneys for Plaintiff

13 Dated: July 22, 2021

DEFENDANT'S COUNSEL:

14 **SMITH LC**

15
16 _____
17 Stephanie P. Alexander
18 Attorneys for Defendant Nutrawise Health & Beauty, Inc.

EXHIBIT “B”

NOTICE OF SETTLEMENT OF CLASS ACTION

Maria De Los Angeles v. Nutrawise Health & Beauty Corporation
Superior Court of the State of California, County of Orange
Case No. 30-2020-01140636-CU-OE-CXC

To: All current and former non-exempt employees employed by Nutrawise Health & Beauty Corporation (the “Company”) in California at any time between May 26, 2016, through July 11, 2021 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2021 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at the Company in California between May 26, 2016, and **July 11, 2021** (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2021 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2021 (see Section VI).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Vasquez v. Nutrawise Health & Beauty Corporation*, Orange County Superior Court Case No. 30-2020-01140636-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed at one or more of its facilities in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between May 26, 2016, through July 11, 2021 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On May 26, 2020, Plaintiff and Class Representative Maria De Los Angeles Vasquez, through her attorneys (“Class Counsel”), filed a class action and representative action complaint against the Company for wage and hour violations on behalf of all current and former non-exempt employees who were employed by the Company in California at any time since May 26, 2016. The complaint in the Lawsuit alleges that the Company violated various Labor Code sections by failing to pay wages for all hours worked, as well as failing to provide all required meal and rest breaks, failing to timely pay final wages, failing to provide accurate and complete wage statements, and other related claims.

The Company adamantly denies these allegations and contends that it has done nothing wrong and complied with the Labor Code in all respects. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys?

Attorneys for the Class Members:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between May 26, 2016, through July 11, 2021 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against the Company.

Without admitting any wrongdoing, the Company has agreed to pay \$312,500 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, Settlement Administration Costs, and a Class Representative Service Payment.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved **XX** to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of **\$XX** will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. \$10,000 of the Settlement Amount will be allocated to Plaintiff's claim under the Private Attorneys General Act of 2004 ("PAGA"). Of this amount, \$7,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$2,500 will be included in the Net Settlement Amounts to be divided between all Class Members.

Service Payment to Settlement Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$7,500 to Maria De Los Angeles Vasquez to compensate her for service and extra work provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys' Fees and Expenses. Class Counsel which includes two firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.) have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$104,166.66) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel will split the fees award equally. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately **\$**. Compensable work weeks will be all Workweeks worked by the Settlement Class Members during the Class Period at the Company's warehouses and/or manufacturing facilities in California. The dollars per compensable Workweek will be calculated by dividing the total Weeks Worked (excluding any Excluded Workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per work week value ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks Worked by each Settlement Class Member during the Class Period to determine the distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement Amount will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. Company's records indicate that you worked for **[TOTAL WORKWEEKS] Workweeks** in California during the Class Period of May 26, 2016, through **July 11, 2021**. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before **2021**, with documentation to establish the number of weeks you claim to have actually worked for the Company in California between May 26, 2016, and July **11, 2021** (excluding any Excluded Workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to a charitable organization pursuant to the provisions of Code of Civil Procedure section 384(b). t

Allocation and Taxes. Twenty percent (20%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as “wages” (W-2 reporting). The remaining eighty percent (80%) of the Settlement Amount will be distributed to each participating Class Member as “interest” and non-wage “penalties” (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Company and their past and present parent corporations, subsidiaries, divisions, affiliates, successors and assigns, of all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint against Defendants for the duration of the Class Period, including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, unfair and unlawful business practices, and for civil penalties under the Private Attorney General Act related to the claims above. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Claims shall be at any time from May 26, 2016, through July 11, 2021 (“Release Period”).

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2021 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE VASQUEZ v. NUTRAWISE LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2021. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must submit a written objection stating your full name, address, telephone number, dates of employment at Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2021 for your objection to be considered. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2021, at 8:30 a.m. in Department CX104 of the Orange County Superior Court, located at 700 W. Civic Center Dr., Santa Ana, CA 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2021. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Service Payment to the Class Representative on [REDACTED], 2021 at 9:00 a.m. in Department CX104 of the Orange County Superior Court,

located at 700 W. Civic Center Dr., Santa Ana, CA 92701. To confirm the date and location of the hearing, please visit the Court website below and enter the case number (30-2020-01140636-CU-OE-CXC):

<https://www.occourts.org/online-services/case-access/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement and Release of Claims (the Settlement Agreement) at Office of the Clerk during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

X. Court's Social Distancing Guidelines.

Please be advised that the Court has imposed social distancing guidelines for attendance at hearings and reviewing court files. Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, Class Members are encouraged to appear remotely via CourtCall or by contacting the Judicial Assistant in Department CX104 for further instructions.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2021. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2021. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT “C”



Joshua S. Falakassa
Arash Khosrowshahi
Sender's email: josh@falakassalaw.com

FALAKASSA LAW, P.C.
A Professional Corporation
1901 Avenue of the Stars, Suite #450
Los Angeles, California 90067
www.falakassalaw.com

Telephone: 818-456-6168
Facsimile: 888-505-0868

April 17, 2020

PAGA NOTICE FILED ELECTRONICALLY: PAGAfilings@dir.ca.gov
PAGA FILING FEE VIA U.S. FIRST CLASS MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re:

Maria De Los Angeles Vasquez v. Nutrawise Health & Beauty Corporation et al.
Notice of Intent to File Suit for California Labor Code § 2699 Penalties

Employer(s): NUTRAWISE HEALTH & BEAUTY CORPORATION
C/O TARA L. MARTIN, ESQ.
9600 TOLEDO WAY
IRVINE CA 92618

To Whom It May Concern:

This office, and the Bokhour Law Group, P.C., represent Maria De Los Angeles Vasquez ("Ms. Vasquez") and a proposed group of current and former aggrieved employees working for Nutrawise Health & Beauty Corporation ("Nutrawise Corp.") in the State of California for violations of Labor Code §§ 201, 202, 203, 204, 221-224, 226, 226(a), 226(e), 226.3, 226.7, 510, 512, 1197, 1197.1, amongst others, and all applicable Industrial Welfare Commission Wage Orders ("Wage Orders").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice was mailed and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations. Ms. Vasquez wishes to bring a representative action on behalf of herself, the State of California and the following group of "aggrieved employees":

All non-exempt employees who worked for Nutrawise Corp. in California, during the one year immediately preceding the filing of this PAGA Notice through the date of trial. ("aggrieved employees")

Nutrawise Corp., headquartered in Irvine California, is a leading manufacturer of health and wellness supplements which are sold in over 50,000 retailers worldwide. Ms. Vasquez worked for Nutrawise Corp. as a non-exempt employee in the Production Department. Ms. Vasquez started working for Nutrawise Corp. on or about February 2015 until her termination on or about March 10, 2020. Ms. Vasquez and other aggrieved employees were responsible for various roles in all aspects of Nutrawise Corp.'s business and production operations.

In performing their job duties, Ms. Vasquez and other aggrieved employees were regularly required to work daily and/or weekly overtime hours, but were not compensated at the appropriate premium rate. From at least one year ago to the present, Ms. Vasquez and other aggrieved employees regularly worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, but were not compensated at one and one-half times their regular rate of pay. When Ms. Vasquez and the other aggrieved employees worked overtime hours, Nutrawise Corp. failed and continues to fail to include all compensation, including but not limited to, non-discretionary bonuses, when calculating the regular rate of pay used in overtime calculations.

Although Nutrawise Corp. regularly paid Ms. Vasquez and other aggrieved employees non-discretionary bonuses, Nutrawise Corp. omitted such bonus payments when calculating the regular rate of pay used in overtime calculations, and when paying overtime to Ms. Vasquez and the other aggrieved employees. (Attached hereto as **Exhibit A** is a true and correct copy of the payroll records Nutrawise Corp. provided to Ms. Vasquez's demonstrating consistent bonus payments and an inadequate overtime rate)

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable IWC Wage Orders, employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By its policy of requiring Ms. Vasquez and the other aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, Nutrawise Corp. willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for

which the employee is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

As set forth above, Nutrawise Corp. failed to compensate Ms. Vasquez and other aggrieved employees for all overtime wages or at the proper rates. Accordingly, through PAGA and to the extent permitted by law Ms. Vasquez and other aggrieved employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Ms. Vasquez and the other aggrieved employees are entitled to penalties under Labor Code § 1199.

Moreover, at all relevant times, Nutrawise Corp. failed and continues to fail to provide Ms. Vasquez and other aggrieved employees with timely meal periods of at least thirty (30) minutes before the end of the fifth (5th) hour and tenth (10th) hour of their shift(s) due to Nutrawise Corp's unlawful meal period policies and manufacturing/production practices. Ms. Vasquez and other aggrieved employees are often unable to take timely meal periods because, amongst other reasons, they are required to remain at their work area on the assembly line until another employee arrives to relieve them for a meal period. This caused Mr. Vasquez and other aggrieved employees to consistently take late meal periods. Therefore, Nutrawise Corp. prevented and continues to prevent aggrieved employees from taking all complaint and timely meal periods. Additionally, Nutrawise Corp. has failed to maintain a mechanism for the payment of meal period premiums for missed or non-complaint meal periods as required by Labor Code § 226.7.

Labor Code §512 requires employers to provide employees with a thirty (30) minute uninterrupted and duty-free meal period within the first five (5.0) hours of work. Moreover, an employee who works more than ten (10.0) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Labor Code § 226.7 provides "an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission." Similarly, the applicable Wage Orders prohibit an employer from "employ[ing] any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes." The applicable Wage Orders further obligate employers to "pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

Accordingly, for each day that Ms. Vasquez and other aggrieved employees did not receive compliant meal periods, they are entitled to receive meal period premiums pursuant to Labor Code§ 226.7 and applicable Wage Orders.

As detailed herein, Ms. Vasquez and other aggrieved employees consistently worked shifts over five (5) hours, and often worked shifts over ten (10) hours, but did not receive timely,

uninterrupted, and/or otherwise compliant first and second meal periods. In addition, Ms. Vasquez and other aggrieved employees were not compensated with one (1) hour worth of pay at their regular rate of compensation when they were not provided with a compliant meal period (or at the proper rate) based upon Nutrawise Corp.'s unlawful policies and practices.

Furthermore, at all relevant times, Ms. Vasquez and other aggrieved employees were not provided with rest periods of at least *net* (10) ten minutes for each four (4) hour work period, or major fraction thereof due to Nutrawise Corp.'s invalid rest period policies and manufacturing/production practices that required aggrieved employees to remain on the company premises during rest periods.

Under the applicable Wage Orders, an employer must authorize and permit all non-exempt employees to take ten (10) minute *duty free* rest periods for every major fraction of four hours worked. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards, noting that "[o]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular locations ... with the requirement to relieve the employees of all work duties and employer control during 10-minute rest periods" *Id.*

Here, Nutrawise Corp.'s rest period policies and practices required Ms. Vasquez and other aggrieved employees to remain on the premises during rest periods at the threat of being written up and reprimanded. This prevented Ms. Vasquez and other aggrieved employees from taking compliant and uninterrupted rest periods of ten (10) minutes for each four (4) hour work period or major fraction thereof. As a result of Nutrawise Corp.'s uniform rest period policies/practices, aggrieved employees were deprived of fully compliant uninterrupted (10) minute rest periods for each four (4) hour work period as required by Labor Code § 226.7. Nutrawise Corp.'s rest period policy also fails to authorize and permit Ms. Vasquez and other aggrieved employees from taking a **third** rest period for shifts in excess of 10.0 hours. Additionally, Nutrawise Corp. failed to maintain any mechanism for the payment of rest period premium payments for missed or non-complaint rest periods as required by Labor Code § 226.7.

Therefore, Ms. Vasquez seeks to recover on behalf of herself and other aggrieved employees rest period premiums and penalties. Consequently, Nutrawise Corp. has violated Labor Code §§ 226.7, 512 and applicable Wage Orders. Nutrawise Corp. would also be liable for civil penalties pursuant to Labor Code § 2698.

As a result of Nutrawise Corp.'s failure to pay Ms. Vasquez and other aggrieved employees for all overtime compensation (by including all forms of regular compensation, including non-discretionary bonuses), and failure provide employees with all compliant uninterrupted meal and rest periods, or compensation in lieu thereof, Nutrawise Corp. has also

failed to pay Ms. Vasquez and other aggrieved employees all wages owed at their time of separation from employment with Nutrawise Corp. in violation of Labor Code §§ 201-203 and applicable Wage Orders. As such, Ms. Vasquez and other aggrieved employees would be entitled to recover penalties under Labor Code § 203 and 2698.

Finally, as to Ms. Vasquez and other aggrieved employees, Nutrawise Corp. also failed to provide accurate itemized wage statements in accordance with Labor Code § 226(a)(1, 2, 5, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...; and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

As a result of Nutrawise Corp.'s failure to pay Ms. Vasquez and other aggrieved employees for all overtime compensation (by including all forms of regular compensation, including non-discretionary bonuses), and failure provide employees with all compliant uninterrupted meal and rest periods, or compensation in lieu thereof, the wage statements issued by Nutrawise Corp. do not indicate the correct amount of gross wages earned, total hours worked, net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9). Thus, Nutrawise Corp. has violated Labor Code § 226(a)(1), (2), (5), and (9) with respect to Ms. Vasquez and other aggrieved employees.

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

As explained in detail above, Nutrawise Corp. failed to provide Ms. Vasquez and other aggrieved employees with accurate itemized wage statements. Accordingly, Ms. Vasquez and other aggrieved employees may also recover Labor Code § 226.3 penalties from Altec for

California Labor and Workforce Development Agency
Nutrawise Health & Beauty Corporation
April 17, 2020
Page 6

violations of Labor Code § 226(a). See *Finder v. Leprino Foods Co.* (E.D. Cal. Mar. 12, 2015) No. 1:13-CV-2059 AWI-BAM, 2015 WL 1137151, at *7 [“the weight of authority counsels that violations of Section 226.3 may be the basis of a PAGA claim.”]; *Pedroza v. PetSmart, Inc.*, No. ED CV 11-298 GHK DTB, 2012 WL 9506073, at *6 (C.D. Cal. June 14, 2012) (“Lab. Code § 226.3 merely provides that failure to perform actions mandated by § 226(a) may trigger civil penalties.”)

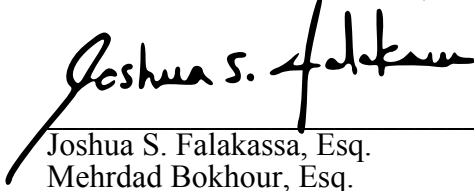
Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Ms. Vasquez may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Nutrawise Corp. for its violations of the Labor Code and applicable Wage Orders.

While it is our intent to pursue a Class and/or PAGA representative action against Nutrawise Corp. for unpaid wages and/or penalties under Labor Code § 2699 it is our firms’ policy to attempt to negotiate an early resolution of all matters where possible and beneficial to other aggrieved employees. If Nutrawise Corp. is interested in attempting to resolve this matter, please contact our office or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before June 20, 2020.

Thank you for your consideration of the foregoing.

Sincerely,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.

cc: Nutrawise Health & Beauty Corporation (via U.S. Certified Mail)

EXHIBIT A

Compensation Report By Employee

Nutrawise Health & Beauty Corporation (91555)

Check Dates: 06/14/2019 to 03/20/2020
Processes: 2019061401 - 2020032001
Pay Periods: 05/26/2019 to 03/14/2020

6/14/19-

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check Date
Emp Id	106	REG	72.00	13.00	936.00	FTW	S-2	27,866.80	1,877.26		Regular	1019336018	6/14/2019
Rate	14.00	OT	8.80	19.50	171.60	MED		1,211.60	17.57		Net	1,010.05	1,010.05
Freq	B	HOL	8.00	13.00	104.00	SS		27,866.80	347.76		Chk	1,010.05	1,010.05
Totals			88.80		1,211.60	CASDI-E		1,211.60	12.12	2,329.83	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check Date
Emp Id	106	REG	80.00	13.00	1,040.00	FTW	S-2	33,159.10	2,512.29		Regular	1019499635	6/28/2019
Rate	14.00	OT	20.60	19.50	401.70	MED		1,441.70	20.90		Net	1,181.57	1,181.57
Freq	B	HOL	8.00	14.00	112.00	SS		33,159.10	602.37		Chk	1,181.57	1,181.57
Totals			100.60		1,441.70	CASDI-E		1,441.70	14.42	3,239.37	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check Date
Emp Id	106	REG	64.00	14.00	896.00	FTW	S-2	32,787.65	2,467.90		Regular	1019660592	7/12/2019
Rate	14.00	OT	14.55	21.00	305.55	MED		1,425.55	20.67		Net	1,169.81	1,169.81
Freq	B	HOL	8.00	14.00	112.00	SS		32,787.65	577.99		Chk	1,169.81	1,169.81
Totals			94.55		1,425.55	CASDI-E		1,425.55	14.26	3,169.20	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check Date
Emp Id	106	REG	72.00	14.00	1,008.00	FTW	S-2	30,966.74	2,249.40		Regular	273	7/26/2019
Rate	14.00	OT	0.12	28.00	3.36	MED		1,346.38	19.52		Net	1,111.07	1,111.07
Freq	B	HOL	8.00	14.00	112.00	SS		30,966.74	484.15		Dir Dep	1,111.07	1,111.07
Totals			90.74		1,346.38	CASDI-E		1,346.38	13.46	2,850.01	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check Date
Emp Id	106	REG	56.00	14.00	784.00	FTW	S-2	24,430.14	1,464.87		Regular	416	8/9/2019
Rate	14.00	OT	0.58	21.00	12.18	MED		1,062.18	15.40		Net	898.06	898.06
Freq	B	VAC	19.00	14.00	266.00	SS		24,430.14	196.65		Dir Dep	898.06	898.06
Totals			75.58		1,062.18	CASDI-E		1,062.18	10.62	1,753.40	Totals		



Paylocity Corporation
(888) 873-8205

User: Theresa
Run on 3/24/2020 at 5:16 PM

Compensation Report By Employee

Nutrawise Health & Beauty Corporation (91555)

Check Dates: 06/14/2019 to 03/20/2020
Processes: 2019061401 - 2020032001
Pay Periods: 05/26/2019 to 03/14/2020

Page 2 of 6

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr	571
Emp Id	106	REG	71.45	14.00	1,000.30	FTW	S 2	24,472.00	1,469.93		Type	Regular
Rate	14.00	OT	0.70	21.00	14.70	MED		1,064.00	15.43		Chk Date	8/23/2019
Freq	B	VAC	3.50	14.00	49.00	SS		1,064.00	65.96		Net	899.43
					CA		S 2	24,472.00	198.49		Dir Dep	899.43
					CASDI-E			1,064.00	10.64			
Totals			75.65		1,064.00	Totals			1,760.45	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr	728
Emp Id	106	REG	71.62	14.00	1,002.68	FTW	S 2	24,856.79	1,516.16		Type	Regular
Rate	14.00	OT	1.05	21.00	22.05	MED		1,080.73	15.67		Chk Date	9/6/2019
Freq	B	VAC	4.00	14.00	56.00	SS		1,080.73	67.01		Net	911.95
					CA		S 2	24,856.79	215.51		Dir Dep	911.95
					CASDI-E			1,080.73	10.81			
Totals			76.67		1,080.73	Totals			1,825.16	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr	887
Emp Id	106	REG	63.98	14.00	895.72	FTW	S-2	24,481.66	1,471.08		Type	Regular
Rate	14.00	OT	0.70	21.00	14.70	MED		1,064.42	15.43		Chk Date	9/20/2019
Freq	B	VAC	3.00	14.00	42.00	SS		1,064.42	65.99		Net	899.75
					CA		S 2	24,481.66	198.95		Dir Dep	899.75
					CASDI-E			1,064.42	10.64			
Totals			75.68		1,064.42	Totals			1,762.09	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check	1020516372
Emp Id	106	BONUS			400.00	FTW	S-2	9,200.00			Type	BONUS
Rate	14.00					MED		400.00	5.80		Chk Date	9/26/2019
Freq	B					SS		400.00	24.80		Net	365.40
						CA		9,200.00			Dir Dep	365.40
						CASDI-E		400.00	4.00			
Totals					400.00	Totals			34.60	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr	1044
Emp Id	106	REG	79.75	14.00	1,116.50	FTW	S 2	26,148.01	1,671.18		Type	Regular
Rate	14.00	OT	0.97	21.00	20.37	MED		1,136.87	16.48		Chk Date	10/4/2019
Freq	B	VAC				SS		1,136.87	70.49		Net	954.03
						CA		26,148.01	272.32		Dir Dep	954.03
						CASDI-E		1,136.87	11.37			
Totals			80.72		1,136.87	Totals			2,041.84	Totals		

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr	1197
Emp Id	106	REG	62.38	14.00	873.32	FTW	S 2	23,024.61	1,296.28		Type	Regular
Rate	14.00	OT	0.75	21.00	15.75	MED		1,001.07	14.52		Chk Date	10/18/2019
Freq	B	VAC	8.00	14.00	112.00	SS		1,001.07	62.07		Net	852.25
						CA		23,024.61	134.78		Dir Dep	852.25
						CASDI-E		1,001.07	10.01			
Totals						Totals				Totals		



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Compensation Report By Employee

Nutrawise Health & Beauty Corporation (91555)

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Totals										71.13	Totals										1,517.66	Totals									
Lopez Perez, Maria de los Angeles										Hours	Lopez Perez, Maria de los Angeles										Amount	Lopez Perez, Maria de los Angeles									
Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code
REG	14.00	1,109.08	FTW	14.00	1,109.08	FTW	14.00	1,109.08	FTW	79.22	REG	14.00	1,109.08	FTW	14.00	1,109.08	FTW	14.00	1,109.08	FTW	1,689.12	REG	14.00	1,689.12	FTW	14.00	1,689.12	FTW	14.00	1,689.12	FTW
OT	21.00	20.37	MED	21.00	20.37	MED	21.00	20.37	MED	0.97	OT	21.00	20.37	MED	21.00	20.37	MED	21.00	20.37	MED	16.58	OT	21.00	16.58	MED	21.00	16.58	MED	21.00	16.58	MED
VAC	14.00	14.00	SS	14.00	14.00	SS	14.00	14.00	SS	1.00	VAC	14.00	14.00	SS	14.00	14.00	SS	14.00	14.00	SS	70.88	VAC	14.00	70.88	SS	14.00	70.88	SS	14.00	70.88	SS
B			CASDI-E			CASDI-E			CASDI-E		B			CASDI-E			CASDI-E			CASDI-E	278.99	B		278.99	CASDI-E		278.99	CASDI-E		278.99	CASDI-E
Totals										81.19	Totals										2,067.00	Totals									
Lopez Perez, Maria de los Angeles										Hours	Lopez Perez, Maria de los Angeles										Amount	Lopez Perez, Maria de los Angeles									
Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code
REG	14.00	1,008.00	FTW	14.00	1,008.00	FTW	14.00	1,008.00	FTW	72.00	REG	14.00	1,008.00	FTW	14.00	1,008.00	FTW	14.00	1,008.00	FTW	1,924.64	REG	14.00	1,924.64	FTW	14.00	1,924.64	FTW	14.00	1,924.64	FTW
OT	21.00	129.78	MED	21.00	129.78	MED	21.00	129.78	MED	6.18	OT	21.00	129.78	MED	21.00	129.78	MED	21.00	129.78	MED	17.82	OT	21.00	17.82	MED	21.00	17.82	MED	21.00	17.82	MED
VAC	14.00	91.00	SS	14.00	91.00	SS	14.00	91.00	SS	6.50	VAC	14.00	91.00	SS	14.00	91.00	SS	14.00	91.00	SS	76.19	VAC	14.00	76.19	SS	14.00	76.19	SS	14.00	76.19	SS
B			CASDI-E			CASDI-E			CASDI-E		B			CASDI-E			CASDI-E			CASDI-E	365.24	B		365.24	CASDI-E		365.24	CASDI-E		365.24	CASDI-E
Totals										84.68	Totals										2,396.18	Totals									
Lopez Perez, Maria de los Angeles										Hours	Lopez Perez, Maria de los Angeles										Amount	Lopez Perez, Maria de los Angeles									
Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code
REG	14.00	1,120.00	FTW	14.00	1,120.00	FTW	14.00	1,120.00	FTW	80.00	REG	14.00	1,120.00	FTW	14.00	1,120.00	FTW	14.00	1,120.00	FTW	2,257.45	REG	14.00	2,257.45	FTW	14.00	2,257.45	FTW	14.00	2,257.45	FTW
OT	21.00	229.32	MED	21.00	229.32	MED	21.00	229.32	MED	10.92	OT	21.00	229.32	MED	21.00	229.32	MED	21.00	229.32	MED	19.57	OT	21.00	19.57	MED	21.00	19.57	MED	21.00	19.57	MED
VAC	14.00		SS	14.00		SS	14.00		SS		VAC	14.00		SS	14.00		SS	14.00		SS	83.66	VAC	14.00	83.66	SS	14.00	83.66	SS	14.00	83.66	SS
B			CASDI-E			CASDI-E			CASDI-E		B			CASDI-E			CASDI-E			CASDI-E	487.14	B		487.14	CASDI-E		487.14	CASDI-E		487.14	CASDI-E
Totals										90.92	Totals										2,861.31	Totals									
Lopez Perez, Maria de los Angeles										Hours	Lopez Perez, Maria de los Angeles										Amount	Lopez Perez, Maria de los Angeles									
Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code
REG	14.00	1,008.00	FTW	14.00	1,008.00	FTW	14.00	1,008.00	FTW	72.00	REG	14.00	1,008.00	FTW	14.00	1,008.00	FTW	14.00	1,008.00	FTW	2,175.11	REG	14.00	2,175.11	FTW	14.00	2,175.11	FTW	14.00	2,175.11	FTW
OT	21.00	199.50	MED	21.00	199.50	MED	21.00	199.50	MED	9.50	OT	21.00	199.50	MED	21.00	199.50	MED	21.00	199.50	MED	19.13	OT	21.00	19.13	MED	21.00	19.13	MED	21.00	19.13	MED
HOL	14.00	112.00	SS	14.00	112.00	SS	14.00	112.00	SS	8.00	HOL	14.00	112.00	SS	14.00	112.00	SS	14.00	112.00	SS	81.81	HOL	14.00	81.81	SS	14.00	81.81	SS	14.00	81.81	SS
B			CASDI-E			CASDI-E			CASDI-E		B			CASDI-E			CASDI-E			CASDI-E	457.01	B		457.01	CASDI-E		457.01	CASDI-E		457.01	CASDI-E
Totals										89.50	Totals										2,746.26	Totals									
Lopez Perez, Maria de los Angeles										Hours	Lopez Perez, Maria de los Angeles										Amount	Lopez Perez, Maria de los Angeles									
Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code		Code	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount	Code
BONUS		250.00	FTW		250.00	FTW		250.00	FTW		BONUS		250.00	FTW		250.00	FTW		250.00	FTW	5,750.00	BONUS		5,750.00	FTW		5,750.00	FTW		5,750.00	FTW
106			MED			MED			MED		106			MED			MED			MED	3.63	106		3.63	MED		3.63	MED		3.63	MED
14.00			SS			SS			SS		14.00			SS			SS			SS	15.50	14.00		15.50	SS		15.50	SS		15.50	SS
B			CASDI-E			CASDI-E			CASDI-E		B			CASDI-E			CASDI-E			CASDI-E	2.50	B		2.50	CASDI-E		2.50	CASDI-E		2.50	CASDI-E
Totals											Totals										21.63	Totals									



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Compensation Report By Employee

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Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Check Type	Amount	Check
Emp Id	106	BONUS			100.00	FTW	S 2	2,300.00					1021542821
Rate	14.00					MED		100.00	1.45		Chk Date		BONUS
Freq	B					SS		100.00	6.20		Net		12/19/2019
						CA	S 2	2,300.00			Chk		91.35
						CASDI-E		100.00	1.00				91.35
Totals					100.00	Totals			8.65	Totals			

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr Type	Amount	Vchr
Emp Id	106	REG	72.00	14.00	1,008.00	FTW	S 2	32,183.90	2,395.45				2206
Rate	14.00	OT	13.30	21.00	279.30	MED		1,399.30	20.29		Chk Date		Regular
Freq	B	VAC	8.00	14.00	112.00	SS		1,399.30	86.76		Net		12/27/2019
						CA	S 2	32,183.90	537.97		Dir Dep		1,150.72
						CASDI-E		1,399.30	13.99				1,150.72
Totals			93.30		1,399.30	Totals			3,054.46	Totals			

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr Type	Amount	Vchr
Emp Id	106	REG	64.00	14.00	896.00	FTW	S 2	26,180.21	1,650.71				2370
Rate	14.00	OT	0.87	21.00	18.27	MED		1,138.27	16.50		Chk Date		Regular
Freq	B	HOL	16.00	14.00	224.00	SS		1,138.27	70.57		Net		1/10/2020
						CA	S 2	26,180.21	245.87		Dir Dep		957.36
						CASDI-E		1,138.27	11.38				957.36
Totals			80.87		1,138.27	Totals			1,995.03	Totals			

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr Type	Amount	Vchr
Emp Id	106	REG	79.27	14.00	1,109.78	FTW	S 2	26,056.24	1,635.76				2510
Rate	14.00	OT	1.10	21.00	23.10	MED		1,132.88	16.43		Chk Date		Regular
Freq	B					SS		1,132.88	70.24		Net		1/24/2020
						CA	S 2	26,056.24	240.35		Dir Dep		953.31
						CASDI-E		1,132.88	11.33				953.31
Totals			80.37		1,132.88	Totals			1,974.11	Totals			

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr Type	Amount	Vchr
Emp Id	106	REG	72.00	14.00	1,008.00	FTW	S 2	26,421.71	1,679.69				2679
Rate	14.00	OT	1.37	21.00	28.77	MED		1,148.77	16.66		Chk Date		Regular
Freq	B	VAC	8.00	14.00	112.00	SS		1,148.77	71.22		Net		2/7/2020
						CA	S 2	26,421.71	256.45		Dir Dep		965.22
						CASDI-E		1,148.77	11.49				965.22
Totals			81.37		1,148.77	Totals			2,035.51	Totals			

Lopez Perez, Maria de los Angeles		Code	Hours	Rate	Amount	Code	Status	Taxable	Amount	Code	Vchr Type	Amount	Vchr
Emp Id	106	REG	79.93	14.00	1,119.02	FTW	S 2	26,375.02	1,673.94				2844
Rate	14.00	OT	1.32	21.00	27.72	MED		1,146.74	16.63		Chk Date		Regular
Freq	B					SS		1,146.74	71.11		Net		2/21/2020
						CA	S 2	26,375.02	254.38		Dir Dep		963.69
						CASDI-E		1,146.74	11.47				963.69
Totals			81.25		1,146.74	Totals			2,035.51	Totals			



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Compensation Report By Employee

Nutrawise Health & Beauty Corporation (91555)

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Totals		81.25	1,146.74 Totals		2,027.53 Totals	
Lopez Perez, Maria de los Angeles	Code	Hours	Rate	Amount	Code	Amount
REG	106	70.92	14.00	992.88	FTW	1,613.45
OT		0.95	21.00	19.95	MED	16.31
VAC		8.00	14.00	112.00	SS	69.73
B					CA	232.07
					CASDI-E	11.25
Totals		79.87		1,124.83	Totals	1,942.81
EE Totals		1,673.44		24,716.34	EE Totals	45,414.09



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Compensation Report By Employee Nutrawise Health & Beauty Corporation (91555)

Check Dates: 06/14/2019 to 03/20/2020
 Processes: 2019061401 - 2020032001
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Report Totals

Employees		J	Code	Hours	Amount	Code	Taxable	Amount	Code	Amount	Chk/Vchr	23
Female	1	REG		1,434.52	19,931.28	FTW	568,475.82	36,691.67			Checks	#Error
	0	DT		0.12	3.36	MED	24,716.34	358.39			Vouchers	#Error
Male		OT		105.80	2,177.70	SS	24,716.34	1,532.42			Net	20,696.79
		BONUS			750.00	CA	568,475.82	6,584.44			Dir Dep	16,878.61
		HOL		56.00	776.00	CASDI-E	24,716.34	247.17			Chk	3,818.18
		SICK		8.00	112.00							
		VAC		69.00	966.00							
Totals				1,673.44	24,716.34	Totals		45,414.09	Totals			



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