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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

CINDY VELASQUEZ, individually, and on behalf of other members of the general public similarly situated; PAULINA CAMPOS, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

v.

AMADA ENTERPRISES, INC., a California corporation; VIEW HEIGHTS COVALESCENT HOSPITAL, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV07994 (Lead Case)
20CMCV00227

Honorable Stuart M. Rice
Department 1

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; Declarations of Proposed Class Representatives (Cindy Velasquez and Paulina Campos); and [Proposed] Order filed concurrently herewith]

Date: July 20, 2023
Time: 10:30 a.m.
Department: 1

Complaint Filed: February 28, 2020
FAC Filed: February 2, 2021
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Cindy Velasquez and Paulina Campos (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
10 focused on class actions and other complex cases involving toxic torts and products liability. In
11 addition, he gained substantial experience on cases involving insurance bad faith, premises
12 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
13 argued approximately one hundred (100) motions, took or defended approximately one hundred
14 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
15 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
16 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
17 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
18 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
19 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
20 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
21 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
24 has successfully obtained class certification by contested motion practice in approximately fifteen
25 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). He has worked on over one hundred (100) class action or representative action
14 cases which have resulted in settlement, including, but not limited to, those listed in paragraph 7
15 herein.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law and finding, in part, that
5 employer arbitration agreements are unenforceable where they block a PAGA claim from
6 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
7 granted approval of the PAGA representative action settlement. The San Diego County Superior
8 Court Case Number is 34-2015-00175330.

9 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
13 granted final approval of the class and PAGA representative action settlement. The San Diego
14 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

15 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
17 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
18 court granted in part the plaintiff's motion for class certification and certified a class. The
19 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
20 Judicial Council Coordination Proceeding Number is 4930.

21 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against manufacturer and supplier of power products and services on
23 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
24 for class certification and certified a class. On August 27, 2021, the court granted final approval
25 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
26 00025968-CU-OE-CTL.

27 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
28 nutritional products manufacturer on behalf of non-exempt production line employees. On

December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand, and Defendant Amada Enterprises, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of February 28, 2023, the Class is estimated to consist of approximately four hundred ninety-two (492) individuals.

10. The effectiveness of Lawyers for Justice, PC and Protection Law Group, LLP (together, "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Class Counsel have litigated the matter for over three (3) years, which involves three consolidated cases: (1) the action entitled *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV07994 on February 28, 2020; (2) the action entitled *Paulina Camps v. Amada Enterprises, Inc.*, filed in

1 the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV34673 on
2 September 11, 2020; and (3) the action entitled *Paulina Campos v. Amada Enterprises, Inc., et al.*,
3 filed in the Superior Court of the State of California, County of Los Angeles, Case No.
4 20CMCV00227 on September 15, 2020 (collectively, the “Actions”). The Parties engaged in
5 extensive settlement negotiations and participated in a formal, full-day mediation conducted by
6 Joel P. Kelly, Esq., a well-respected mediator experienced in mediating complex labor and
7 employment matters. In the course of the litigation and in connection with the mediation and
8 settlement negotiations, the Parties exchanged extensive information and engaged in discussions
9 regarding their evaluations of the cases and various aspects of the cases, including but not limited
10 to, Defendant’s financial condition, the risks and delays of further litigation, the risks to the Parties
11 of proceeding with class certification and/or representative adjudication, the law relating to class
12 certification, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
13 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
14 and the possibility of appeals, among other things. During all settlement discussions, the Parties
15 conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement
16 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
17 ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that
18 they would be able to obtain class certification and prevail at trial. After conducting investigations,
19 informal discovery, extensive settlement negotiations, and with the aid of the mediator’s
20 evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal
21 issues relating to Plaintiffs’ principal claims, as well as the costs and risks to both sides that would
22 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
23 Released Class Claims of Plaintiffs and Settlement Class Members and of the Released PAGA
24 Claims of the State of California and PAGA Members, against the Released Parties.

25 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
26 and scope of the claims, and were preparing the actions for class certification and trial. Class
27 Counsel conducted significant investigation and informal discovery regarding the facts of the
28 cases, including and not limited to, the exchange, review, and analysis of thousands of pages of

documents and data produced by Defendant, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs and other Class Members, a detailed sampling of Class Members' time and pay data, Employee Handbook, company policy acknowledgements (including but not limited to Employee Handbook, Work Schedules and Hours, Meal Breaks and Rest Periods At-Will Employment Relationship, Harassment/Sexual Harassment and Retaliation Policy, Safety Policy, Code Of Conduct Policy, Non-Fraternization Policy, Involuntary Termination Policy, Drug-Free Work Place Policy, Timekeeping Requirements, and Tardiness and Absenteeism policy), internal memoranda, job descriptions, new hire orientation checklists, operations and employment practices, forms (including but not limited to Background Investigation Form), procedures, and policies (including but not limited to Personnel Policy, Policy Regarding Drugs in the Workplace, and Nursing Dress Code Policy), among other information and documents. Class Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Total Settlement Amount of Four Hundred Fifty Thousand Dollars (\$450,000.00). The Net Settlement Amount is the Total Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, Settlement Administration Costs to Settlement Administrator, and the PAGA Penalty Amount. Assuming that the amounts allocated under the

1 Settlement toward these payments are awarded by the Court, the Net Settlement Amount is
2 currently estimated to be One Hundred Twenty-Three Thousand Five Hundred Dollars
3 (\$123,500.00). The Total Settlement Amount will be fully distributed in accordance with the
4 terms of the Settlement and there is no reversion to Defendant.

5 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
6 (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration.
7 The Parties respectfully request that the Court appoint Phoenix to handle these procedures and
8 serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with
9 a list of Class Members that Defendant will compile from its records, which will include each
10 Class Member’s last known full name, last known mailing address, Social Security Number,
11 Qualified Workweeks, and/or Qualified PAGA Workweeks (collectively, “Class Data and List”),
12 and the Settlement Administrator will calculate each Class Member’s estimated share of the Net
13 Settlement Amount (“Individual Settlement Share”) and each PAGA Member’s estimated share
14 of the 25% of the PAGA Penalty Amount (“Individual PAGA Payment”). The Settlement
15 Administrator will also receive Requests for Exclusion, Notices of Objection, and disputes
16 regarding Qualified Workweeks and/or Qualified PAGA Workweeks; provide necessary reports
17 and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
18 submit informational and other tax filings and documents; issue and transmit all payments
19 provided for by the Settlement, including and not limited to, mailing payments to Settlement Class
20 Members and PAGA Members; and perform any other usual and customary duties for
21 administering a class action settlement. Settlement Administration Costs are currently estimated
22 not to exceed Nine Thousand Dollars (\$9,000.00) and will be paid out of the Total Settlement
23 Amount, subject to approval of the Court.

24 16. Based on investigation and information discovered, Class Counsel believe that there
25 is sufficient evidence to support the allegations made in the lawsuits, including the allegations that
26 Defendant, with respect to Plaintiffs, Class Members, and PAGA Members, *inter alia*, failed to
27 properly pay overtime and minimum wages and associated premium pay, failed to provide
28 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages

1 during employment and upon termination of employment, failed to provide compliant wage
2 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
3 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
4 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
5 sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform
6 similar job duties and were subject to the same or similar operations and employment policies,
7 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
8 practices with respect to Plaintiffs, Class Members, and PAGA Members were substantially the
9 same during the time period at issue. As a result, Plaintiffs claim that the Class Members and
10 PAGA Members, were uniformly not paid all of the compensation that was owed to them by
11 Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
12 determined by Defendant's uniform operations and employment practices, policies, and
13 procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in
14 California during the relevant time period.

15 17. Class Counsel are aware of the defenses and position of Defendant, but believe that
16 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
17 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
18 and the difficulties and delays inherent in such litigation, including those involved in class
19 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
20 burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's
21 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
22 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
23 mediator, who is experienced and well-regarded in complex labor and employment matters.

24 18. Defendant, on the other hand, denied and continues to deny any liability and
25 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
26 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
27 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
28 have also had the opportunity to conduct investigations and gather documents and information

1 relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and
2 Defendant's operations and employment policies, practices, and procedures. The Parties also
3 reviewed and analyzed thousands of pages of documents and data, including but not limited to a
4 detailed sampling of Class Members' time and pay information, to determine the potential value
5 and strength of the claims. The available information enabled Class Counsel to assess and value
6 the potential claims and prepare violation, damages, and penalties analyses models. Accordingly,
7 the Parties have conducted adequate investigation and discovery to be sufficiently informed of the
8 nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the
9 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
10 strengths and weaknesses of each side's position and the uncertainty of how the cases might have
11 concluded at certification, trial, and/or appeals.

12 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
13 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
14 (i.e., \$157,500.00) and expenses and costs in an amount not to exceed Forty-Five Thousand
15 (\$45,000.00) which will be paid out of the Total Settlement Amount, subject to approval by the
16 Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and
17 will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
19 Hundred Dollars (\$7,500.00) each to Plaintiffs as Enhancement Awards (for a combined total of
20 \$15,000.00), to be paid out of the Total Settlement Amount subject to approval by the Court.
21 Plaintiffs spent considerable time and effort to produce relevant documents and past employment
22 records and to provide the facts and evidence necessary to attempt to prove the allegations.
23 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain
24 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to
25 each receive an Enhancement Award, for their services on behalf of the Class, in addition to
26 individual settlement payments.

27 21. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in
28 the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submit

1 that the Settlement is within an acceptable range of recovery for this type of litigation given the
2 strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the
3 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 27th day of June 2023, at Glendale, California.

7 

8 _____
Yasmin Hosseini

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,”
3 “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Cindy
4 Velasquez and Paulina Campos (together, “Plaintiffs”), individually, and on behalf of all others
5 similarly situated and aggrieved employees, and Defendant Amada Enterprises, Inc. (“Defendant,” and
6 collectively with Plaintiffs, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined
8 below), PAGA Members (as defined below), the State of California (as set forth herein), and on
9 Defendant, subject to the terms and conditions hereof and the approval of the Court.

10 **DEFINITIONS**

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

13 a. “Actions” means (1) *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, filed in
14 the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV07994 on
15 February 28, 2020; (2) *Paulina Campos v. Amada Enterprises, Inc.*, filed in the Superior Court of the State
16 of California, County of Los Angeles, Case No. 20STCV34673 on September 11, 2020; and (3) *Paulina*
17 *Campos v. Amada Enterprises, Inc., et al.*, filed in the Superior Court of California, County of Los
18 Angeles, Case No. 20CMCV00227 on September 15, 2020.

19 b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
20 Class Counsel’s litigation and resolution of the Actions, and all actual costs and expenses incurred and
21 to be incurred by Class Counsel in connection with litigation and resolution of the Actions, as set forth
22 in Paragraph 16 below.

23 c. “Class” or “Class Member(s)” means all current and former hourly-paid or non-
24 exempt employees of Defendant in California employed during the Class Period.

25 d. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
26 Yasmin Hosseini of Lawyers *for* Justice, PC, and Heather Davis and Luke Clapp of Protection Law
27 Group, LLP, who will seek to be appointed counsel for the Class.

28 e. “Class Data and List” means a complete list of all Class Members that Defendant

1 will diligently and in good faith compile from its records and provide to the Settlement Administrator
2 within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be
3 formatted in electronic form and will include each Class Member's last known full name, last known
4 mailing address, Social Security Number, Qualified Workweeks, and/or Qualified PAGA Workweeks
5 (as defined below).

6 f. "Class Release Period" means the time period from February 28, 2016 through
7 November 10, 2020.

8 g. "Class Notice" means the Notice of Class Action Settlement, substantially in the
9 form attached as "**Exhibit A**" which shall be subject to Court approval and which the Settlement
10 Administrator shall mail to each Class Member.

11 h. "Class Period" means the time period from February 28, 2016 through November
12 10, 2020.

13 i. "Class Representatives" or "Plaintiffs" means Cindy Velasquez and Paulina
14 Campos.

15 j. "Class Settlement" means the settlement and resolution of the Actions and
16 Released Class Claims.

17 k. "Court" means the Superior Court of the State of California for the County of Los
18 Angeles.

19 l. "Defendant" means Amada Enterprises, Inc.

20 m. "Defendant's Counsel" means L. Geoffrey Lee of Gordon Rees Scully
21 Mansukhani, LLP.

22 n. "Effective Date" means the date when the Settlement becomes final. The
23 Settlement will become final upon the latest of the following dates: (1) if no Class Member timely and
24 properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, then
25 the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member
26 intervenes or files a motion to vacate the judgment, then sixty (60) calendar days following the date the
27 Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class Member
28 timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure

§ 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

o. “Employers’ Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including FICA and FUTA on the portion of the Individual Settlement Shares that constitutes wages.

p. “Enhancement Award(s)” means the amount to be paid to Plaintiffs Cindy Velasquez and Paulina Campos in recognition of their efforts and work in prosecuting the Actions, as set forth in Paragraph 17 below.

q. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

r. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

s. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Member is eligible to receive under the Settlement, to be calculated in accordance with Paragraph 21 herein.

t. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 35 herein.

u. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in accordance with Paragraph 20 herein, which is inclusive of employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

v. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars (\$75,000), i.e., 75% of the PAGA Penalty Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 19 herein.

w. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Awards, Settlement Administration Costs, PAGA Penalty Amount,

1 and Attorneys' Fees and Costs.

2 x. "Notice of Objection" means a Class Member's valid and timely written
3 objection to the Class Settlement. A Notice of Objection must: (a) contain the words "I object to the
4 Settlement in Cindy Velasquez v. Amada Enterprises, Inc." or similar language; (b) state the objecting
5 Class Member's full name, signature, address, telephone number, and the last four digits of his or her
6 Social Security number; (c) state all grounds for the objection accompanied by any legal or factual
7 support for such objection; (d) state the full name, address, and telephone number of any legal
8 representative representing the objecting Class Member with respect to the objection; (e) copies of any
9 papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The
11 date of the postmark on the return mailing envelope on the submission will be the exclusive means to
12 determine whether a Notice of Objection has been timely submitted. Only a Class Member who does
13 not request exclusion from the Class Settlement (i.e. a Settlement Class Member) may object to the
14 Class Settlement.

15 y. "PAGA" means the Private Attorneys General Act, California Labor Code
16 Section 2698, *et seq.*

17 z. "PAGA Members" means all current and former hourly-paid or non-exempt
18 employees of Defendant in California employed during the PAGA Period.

19 aa. "PAGA Penalty Amount" means the allocation of One Hundred Thousand Dollars
20 (\$100,000) from the Total Settlement Amount for civil penalties pursuant to the Private Attorneys
21 General Act. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$75,000, will be paid to the
22 Labor and Workforce Development Agency (i.e., the LWDA Payment) and the remaining twenty-five
23 percent (25%) or, \$25,000, will be distributed to PAGA Members on a *pro rata* basis (i.e., the PAGA
24 Employee Amount).

25 bb. "PAGA Period" means the time period from May 29, 2019 through November
26 10, 2020.

27 cc. "PAGA Employee Amount" means the amount of Twenty-Five Thousand Dollars
28 (\$25,000), i.e., 25% of the PAGA Penalty Amount, to be distributed to PAGA Members on a *pro rata*

1 basis, as set forth in Paragraph 19 herein.

2 dd. "PAGA Settlement" means the settlement and resolution of the Released PAGA
3 Claims, arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

4 ee. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means either
5 Plaintiffs or Defendant.

6 ff. "Preliminary Approval" means entry of the Court order granting preliminary
7 approval of the Settlement.

8 gg. "Qualified PAGA Workweeks" means the number of weeks each PAGA Member
9 worked for Defendant during the PAGA Period, which will be calculated by the Settlement
10 Administrator by determining the number of days between the start and end dates of employment as an
11 hourly-paid or non-exempt employee in California during the PAGA Period, and dividing by seven (7)
12 to yield the number of Qualified PAGA Workweeks.

13 hh. "Qualified Workweeks" means the number of calendar weeks each Class
14 Member worked for Defendant during the Class Period, which will be calculated by the Settlement
15 Administrator by determining the number of days between the start and end dates of employment as an
16 hourly-paid or non-exempt employee in California during the Class Period, and dividing by seven (7)
17 to yield the number of Qualified Workweeks.

18 ii. "Released Class Claims" means all claims under state, federal, or local law,
19 arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those
20 under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations,
21 and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions
22 for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest
23 period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination;
24 (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8)
25 failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10)
26 violation of California's unfair competition law, that arose during the Class Release Period.

27 jj. "Released PAGA Claims" means any and all claims for civil penalties arising
28 from claims for penalties that were brought or could have been brought based on the facts alleged in the

1 LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq.,
2 including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210,
3 226.3, 1197.1, 558, and 2699.

4 kk. “Released Parties” means Defendant, and any parent, subsidiary, affiliate,
5 predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

6 ll. “Request for Exclusion” means a timely letter submitted by a Class Member
7 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
8 contain the words “I wish to be excluded from the Settlement in Cindy Velasquez v. Amada Enterprises,
9 Inc.” or similar language; (b) be signed by the Class Member; (c) state the full name, address, telephone
10 number, signature, and the last four digits of the Social Security Number of the Class Member requesting
11 exclusion; (d) state that the Class Member does not wish to be included in the Class Settlement; and (e)
12 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
13 the Response Deadline. The date of the postmark on the return mailing envelope on the submission will
14 be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A
15 Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement
16 Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final
17 Approval by the Court. PAGA Members shall be bound to the PAGA Settlement irrespective of whether
18 they exercise their option to opt out of the Class Settlement.

19 mm. “Response Deadline” means the deadline by which Class Members must submit
20 a Request for Exclusion, Notice of Objection, and/or dispute of the Qualified Workweeks and/or
21 Qualified PAGA Workweeks credited to them, which shall be the date that is forty-five (45) calendar
22 days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day
23 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
24 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express
25 agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will
26 the Settlement Administrator have the authority to extend the Response Deadline. In the event that a
27 Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the
28 extended by fifteen (15) calendar days.

nn. “Settlement” means the final and complete disposition of the Actions.

oo. “Settlement Administrator” means Phoenix Class Action Administration Solutions, a third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

pp. “Settlement Administration Costs” means the costs payable to the Settlement Administrator from the Total Settlement Amount, subject to Court approval, for administration of the Settlement, as set forth in Paragraph 18 below.

qq. “Settlement Class Member(s)” means Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement.

rr. “Total Settlement Amount” means the amount of Four Hundred Fifty Thousand Dollars (\$450,000) to be paid by Defendant, as set forth in Paragraph 15 below, in full resolution of all Released Class Claims and Released PAGA Claims in the Actions, which includes all Attorneys’ Fees and Costs, Enhancement Awards, PAGA Penalty Amount, Settlement Administration Costs, and Net Settlement Amount. Employers’ Share of Payroll Taxes shall be paid by Defendant separate from and in addition to the Total Settlement Amount.

RECITALS

2. On February 28, 2020, Plaintiff Cindy Velasquez (“Plaintiff Velasquez”) filed her Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 20STCV07994 (“*Velasquez Class Action*”), alleging a single cause of action for violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of the putative class.

3. On May 29, 2020, Plaintiff Paulina Campos (“Plaintiff Campos”) provided written notice to the Labor and Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Defendant allegedly violated (the “LWDA Letter”).

4. On September 11, 2020, Plaintiff Campos filed her Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 20STCV34673 (“*Campos Class Action*”), alleging ten causes of action for failure to pay minimum wages,

1 failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide
2 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely
3 pay final wages, failure to provide compliant wage statements, failure to keep requisite payroll records,
4 failure to reimburse business expenses, and violations of California Business and Professions Code §§
5 17200, *et seq.*, on behalf of the putative class.

6 5. On September 15, 2020, Plaintiff Campos filed her Complaint for Enforcement Under the
7 Private Attorneys' General Act, California Labor Code § 2698, *et seq.* against Defendant in the Superior
8 Court of California for the County of Los Angeles, Case No. 20CMCV00227 ("*Campos* PAGA Action").

9 6. Defendant denies all material allegations set forth in the Actions and has asserted
10 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
11 Defendant desires to fully and finally settle the Actions, Released Class Claims, and Released PAGA
12 Claims as set forth herein.

13 7. Class Counsel in the Actions diligently investigated the claims against Defendant,
14 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,
15 the exchange of information, data, and documents, and review of numerous corporate policies and
16 practices.

17 8. On November 10, 2020, the Parties participated in mediation with Joel P. Kelly, Esq. (the
18 "Mediator"), a respected mediator of complex wage and hour actions.

19 9. On February 2, 2021, Plaintiffs Paulina Campos and Cindy Velasquez filed a First
20 Amended Class Action Complaint for Damages in the *Velasquez* Class Action, adding Paulina Campos
21 as a named plaintiff, and subsequently dismissing the *Campos* Class Action on February 26, 2021.

22 10. With the assistance of the Mediator and financial analysts, the Parties ultimately reached
23 the settlement on July 21, 2022, which is memorialized herein. The settlement discussions were
24 conducted at arm's-length, and the settlement is the result of an informed and detailed analysis of
25 Defendant's potential liability and exposure in relation to the costs and risks associated with continued
26 litigation of the Actions. Based on the documents produced, as well as Class Counsel's own independent
27 investigation and evaluation, Class Counsel believe that the settlement with Defendant for the
28 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate

1 and is in the best interest of the Class Members, PAGA Members, and the State of California in light of
2 all known facts and circumstances, including the risk of significant delay and uncertainty associated
3 with litigation and financial status asserted by Defendant. Defendant shall provide a declaration in
4 support of Plaintiffs' Motion for Preliminary Approval regarding its financial condition and the necessity
5 of the proposed payment plan.

6 11. On October 25, 2022, the *Velasquez* Class Action and *Campos* PAGA Action were
7 consolidated with the *Velasquez* Class Action deemed the lead case.

8 12. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
9 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
10 regarding liability or wrongdoing by either Plaintiffs or Defendant. If for any reason the Settlement
11 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their
12 original respective positions.

13 CLASS CERTIFICATION

14 13. For the purposes of this Settlement only, the Parties stipulate to the certification of the
15 Class.

16 14. The Parties agree that certification of the Class for the purpose of the Settlement is not
17 an admission that certification is proper under Section 382 of the California Code of Civil Procedure,
18 or for any other purpose. Should, for whatever reason, the Court not grant Final Approval, the Parties'
19 stipulation to certification of the Class as part of the Settlement shall become null and void *ab initio* and
20 shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not
21 certification would be appropriate in the Actions in a non-settlement context.

22 TERMS OF SETTLEMENT AGREEMENT

23 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set
24 forth herein, the Parties agree, subject to the Court's approval, as follows:

25 15. Funding of the Total Settlement Amount. On the date of Final Approval, Defendant will
26 make a deposit of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) into a qualified settlement
27 fund ("QSF") to be established by the Settlement Administrator ("First Installment"). Within twelve (12)
28 months of payment of the First Installment, Defendant will make a deposit of One Hundred Twelve

Thousand Five Hundred Dollars (\$112,500.00) into the QSF established by the Settlement Administrator (“Second Installment”). Within twelve (12) months of payment of the Second Installment, Defendant will make a deposit of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) into the QSF established by the Settlement Administrator as the third and final installment of the Total Settlement Amount (“Third and Final Installment”). The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendant.

16. Attorneys’ Fees and Costs. Class Counsel will request, and Defendant will not oppose attorneys’ fees of up to thirty-five percent (35%), or \$157,500, of the Total Settlement Amount and up to Forty-Five Thousand Dollars (\$45,000.00) for reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs and expenses incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court’s approval of the Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys’ Fees and Costs to Class Counsel, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

17. Enhancement Award. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Awards in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) each (for a total of \$15,000) to Plaintiffs. The Enhancement Awards, which will be paid to Plaintiffs from the Total Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments and Individual PAGA

1 Payments that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS
2 Form 1099 to Plaintiffs for the Enhancement Awards, and Plaintiffs shall be solely and legally
3 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
4 the amounts received. Should the Court approve Enhancement Awards to Plaintiffs in an amount that
5 is less than that set forth above, the difference between the lesser amount approved by the Court and the
6 amount allocated toward the Enhancement Awards will be part of the Net Settlement Amount to be
7 distributed to Settlement Class Members.

8 18. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
10 which is currently estimated not to exceed Nine Thousand Dollars (\$9,000.00). These costs, which will
11 be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing,
12 distributing, and tracking Class Notices and other documents for the Settlement, establishing the QSF,
13 calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and
14 undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary
15 reports and declarations, and other duties and responsibilities set forth herein to process the Settlement,
16 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
17 estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the
18 Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,
19 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
20 Settlement Administrator to undertake the required settlement administration duties will become part of
21 the Net Settlement Amount to be distributed to Settlement Class Members.

22 19. PAGA Allocation. Subject to approval by the Court, the Parties agree that the amount of
23 One Hundred Thousand Dollars (\$100,000) from the Total Settlement Amount will be allocated toward
24 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the
25 PAGA Penalty Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the Labor
26 and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%), or
27 \$25,000, will be distributed to PAGA Members on a *pro rata* basis, based on PAGA Members' Qualified
28 PAGA Workweeks during the PAGA Period (i.e., the PAGA Employee Amount).

1 20. Individual Settlement Share Calculations. Individual Settlement Shares will be
2 calculated and apportioned from the Net Settlement Amount based on the Class Members' Qualified
3 Workweeks, as follows:

4 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
5 divide the Net Settlement Amount by the Qualified Workweeks of all Class Members to yield the
6 "Estimated Workweek Value," and multiply each Class Member's individual Qualified Workweeks by
7 the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she
8 may be eligible to receive under the Settlement.

9 b. After Final Approval of the Settlement, the Settlement Administrator will divide
10 the final Net Settlement Amount by the Qualified Workweeks of all Settlement Class Member to yield
11 the "Final Workweek Value," and multiply each Settlement Class Member's individual Qualified
12 Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

13 21. Individual PAGA Payments. Individual PAGA Payments will be calculated and
14 apportioned from the PAGA Employee Amount based on the PAGA Members' number of Qualified
15 PAGA Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount,
16 i.e., 25% of the PAGA Penalty Amount, by the total number of Qualified PAGA Workweeks of all
17 PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Members' individual
18 Qualified PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA
19 Payment.

20 22. Distribution Process. Within twenty (20) calendar days of receipt of the First Installment
21 of the Total Settlement Amount, the Settlement Administrator will issue Individual Settlement Payments
22 to Settlement Class Members, Individual PAGA Payments to PAGA Members, the LWDA Payment to
23 the Labor and Workforce Development Agency, and the Enhancement Awards to Plaintiffs. Within
24 seven (7) calendar days of receipt of the Third and Final Installment of the Total Settlement Amount,
25 the Settlement Administrator will issue payments due under the Settlement and approved by the Court
26 as follows: (a) Attorneys' Fees and Costs to Class Counsel; and (b) Settlement Administration Costs to
27 the Settlement Administrator.

28 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the

Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under the Settlement shall not in any way entitle Plaintiffs or any Settlement Class Member or PAGA Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or PAGA Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or PAGA Period).

24. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

25. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class Data and List from Defendant, the Settlement Administrator will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and PAGA Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

26. Dispute Regarding Qualified Workweeks. Class Members and PAGA Members will have an opportunity to dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Qualified Workweeks and/or Qualified PAGA Workweeks, Class Members and/or PAGA Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of at least one of the Actions; (b) is signed by the Class Member and/or PAGA Member; (c) states the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA Member; (d) states that the Class Member and/or PAGA Member disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or

her and what he or she contends is the correct number that should be credited to him or her; (e) includes information and/or attaches documentation demonstrating that the number of Qualified Workweeks and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct; and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Qualified Workweeks and/or Qualified PAGA Workweeks to be credited to a disputing Class Member and/or PAGA Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member and/or PAGA Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and/or PAGA Member and the Settlement Administrator will resolve and determine the number of eligible Qualified Workweeks and/or Qualified PAGA Workweeks that the disputing Class Member and/or PAGA Member should be credited with under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of the fact that a Class Member and/or PAGA Member has made a dispute and advise them of the outcome.

27. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check, if applicable. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued. Any settlement checks which remain uncashed after that date shall be transferred to the California State Unclaimed Wage Fund.

28. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the

1 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
2 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
3 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
4 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
5 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
6 Request for Exclusion is prohibited from making any objection to the Settlement Agreement. Any Class
7 Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class
8 Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if
9 the Class Member worked during the PAGA Period, he or she will be an PAGA Member, will still
10 receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of
11 whether he or she has submitted a timely and valid Request for Exclusion.

12 29. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
13 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
14 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
15 and not limited to those pertaining to the release of Released Class Claims, as well as the Final Approval
16 Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

17 30. Procedures for Objecting to the Settlement. Class Members who have not opted out of
18 the Class Settlement (i.e., Settlement Class Members) may object to the Settlement by submitting a
19 timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the
20 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
21 contain all information required by this Settlement Agreement. The postmark date will be deemed the
22 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
23 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to
24 the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
25 may also appear in person to present their objection orally at the Final Approval Hearing, whether or
26 not they have submitted a Notice of Objection.

27 31. Reports by the Settlement Administrator Regarding Settlement Administration. The
28 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which

certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of Qualified Workweeks and/or Qualified PAGA Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection from the Class Settlement; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested, and immediately notify Class Counsel and Defendant's Counsel when it receives a request from an individual or any other entity requesting to be included in the Class and/or PAGA Settlement.

32. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

33. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. The Employers' Share of Payroll Taxes will be paid by Defendant separately and in addition to the Total Settlement Amount.

34. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be

1 responsible for collecting and forwarding all taxes, contributions, and withholdings with respect to the
2 wages portion of Individual Settlement Shares to the appropriate government authorities.

3 35. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no
4 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
5 under this Settlement, do not intend anything contained in this Settlement Agreement to constitute
6 advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as
7 such. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible
8 for correctly characterizing any compensation received under the Settlement on his/her personal income
9 tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

10 36. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
11 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
12 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY (AN "OTHER
13 PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT
14 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
15 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
16 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
17 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
18 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
19 AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS,
20 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
21 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT
22 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
23 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
24 (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
25 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
26 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO
27 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
28 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES

(REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

38. Release of Claims by Settlement Class Members and PAGA Members. Upon the full funding of the Total Settlement Amount, (i) Plaintiffs and all Settlement Class Members (i.e., Class Members who do not submit a valid and timely Request for Exclusion) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims, and (ii) Plaintiffs, PAGA Members, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* he or she may have had.

39. General Release of Claims by Plaintiffs. In addition, upon the full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the

1 date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an
2 individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under
3 California Civil Code Section 1542, which provides:

4
5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
9 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 Plaintiffs understand and agree that claims or facts in addition to or different from those which
11 are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to
12 settle fully and release all claims they now have against the Released Parties. Notwithstanding the above,
13 the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for
14 unemployment benefits, or other claims that may not be released by law. Nothing in this Agreement is
15 intended to prevent or restrict discussion or disclosure of factual information regarding sexual assault,
16 sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or
17 discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure
18 to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person
19 for reporting or opposing harassment or discrimination.

20 40. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

21 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
22 Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will
23 be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion
24 and also submit this Settlement Agreement to the Labor and Workforce Development Agency.
25 Defendant agrees not to oppose the motion consistent with this Settlement Agreement. Said motion
26 shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be
27 mutually agreed upon by the Parties, seeking the following:

- 28
- a. Conditionally certifying the Class for settlement purposes only;
 - b. Granting Preliminary Approval of the Settlement;
 - c. Preliminarily appointing Plaintiffs as representatives of the Class;

- 1 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 2 e. Approving, as to form and content, the mutually agreed upon and proposed Class
- 3 Notice and directing its mailing to the Class by First Class U.S. mail;
- 4 f. Approving the manner and method for Class Members to request exclusion from
- 5 the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice;
- 6 and
- 7 g. Promptly scheduling a Final Approval Hearing at which the Court will determine
- 8 whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement
- 9 Class Members.

10 41. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After

11 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted

12 to determine whether Final Approval of the Settlement should be granted, along with the amounts

13 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) PAGA

14 Penalty Amount; (d) Attorneys' Fees and Costs; (e) Enhancement Awards; and (f) Settlement

15 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar

16 days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the

17 motion seeking Final Approval of the Settlement. By way of said motion, Plaintiffs will apply for the

18 entry of the mutually agreed upon proposed order and judgment ("Final Approval Order and

19 Judgment"), which will provide for, in substantial part, the following:

- 20 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 21 consummation of its terms and provisions;
- 22 b. Certifying the Class for settlement purposes;
- 23 c. Awarding Attorneys' Fees and Costs to Class Counsel;
- 24 d. Awarding Enhancement Awards to Plaintiffs;
- 25 e. Directing Defendant to fund all amounts due under the Settlement Agreement and
- 26 ordered by the Court; and
- 27 f. Entering a Final Approval Order and Judgment, while maintaining continuing
- 28 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

1 42. Escalator Clause. Defendant represents that there are 81,550 Qualified Workweeks
2 during the period from February 28, 2016 to February 28, 2020. If it is determined that the number of
3 Qualified Workweeks worked by Class Members during the Class Release Period exceeds 81,550 by
4 more than ten percent (10%) (i.e., the number of Qualified Workweeks exceeds 89,705), the Class
5 Release Period shall instead cut off upon the date the Class Members worked more than 89,705
6 Workweeks.

7 43. Continued Jurisdiction. After Final Approval, the Court will have continuing jurisdiction
8 pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of
9 Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the
10 Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be
11 appropriate under court rules or as set forth in this Settlement Agreement.

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

15 45. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
16 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,
17 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
18 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §
19 1856(a), which provide that a written agreement is to be construed according to its terms and may not
20 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
21 written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

22 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
23 Actions (including with respect to California Code of Civil Procedure section 583.310), except such
24 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
25 Approval Hearing to be conducted by the Court.

26 47. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
27 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
28 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement

will not constitute a waiver of any other provision.

48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

49. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member and PAGA Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and contemplated judgment as to the Settlement Class Members and PAGA Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Member.

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

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

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

53. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
3 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
4 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
5 is objectively fair and reasonable.

6 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the
8 fullest extent possible consistent with applicable precedents.

9 55. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs Cindy Velasquez and Paulina
10 Campos agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby
11 bound by the terms herein.

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

26 57. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
27 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
28 provisions of this Settlement Agreement.

1 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
5 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

6 59. Representation by Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
8 this Settlement Agreement has been executed with the consent and advice of counsel and has been
9 reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on
10 the Settlement Agreement.

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

13 61. Notices. All notices, demands, and other communications to be provided to counsel for
14 the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at
15 the addresses set for below, or such other addresses as either Party may designate in writing from time
16 to time:

17 To Plaintiffs and Class Counsel:

18 Edwin Aiwanian, Esq.
19 Arby Aiwanian, Esq.
20 Joanna Ghosh, Esq.
21 Yasmin Hosseini, Esq.
22 **LAWYERS for JUSTICE, PC**
23 410 W. Arden Avenue Suite 203
24 Glendale, California 91203

25 Heather Davis, Esq.
26 Luke Clapp, Esq.
27 **PROTECTION LAW GROUP, LLP**
28 237 California Street
 El Segundo, California 90245

To Defendant:

 L. Geoffrey Lee, Esq.
 GORDON REES SCULLY
 MANSUKHANI, LLP
 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071

62. Final Order. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order t on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

64. 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:
IT IS SO AGREED.

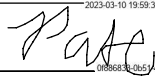
PLAINTIFF CINDY VELAZQUEZ

Dated: _____, 2023

Cindy Velasquez, Plaintiff

PLAINTIFF PAULINA CAMPOS

Dated: 03/10/2023, 2023

Electronically Signed 2023-03-10 19:59:32 UTC - 166.199.151.97

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Paulina Campos, Plaintiff

62. Final Order. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order t on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

64. 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:
IT IS SO AGREED.

PLAINTIFF CINDY VELAZQUEZ

Dated: 03/10/2023, 2023

Electronically Signed 2023-03-10 19:48:09 UTC - 172.58.28.117

Nintex AssureSign 0702623163b4-6f84c9-afc101425f1b

Cindy Velasquez, Plaintiff

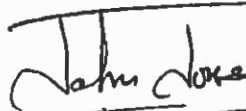
PLAINTIFF PAULINA CAMPOS

Dated: _____, 2023

Paulina Campos, Plaintiff

DEFENDANT AMADA ENTERPRISES, INC.

Dated: March 15, 2023



Full Name: John Jones

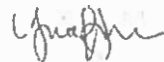
Title: Administrator

On behalf of Amada Enterprises, Inc.

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: March 13, 2023



Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

Yasmin Hosseini

Attorneys for Plaintiffs Cindy Velasquez and Paulina Campos and Proposed Class Counsel

PROTECTION LAW GROUP, LLP

Dated: _____, 2023



Heather Davis

Luke Clapp

Attorneys for Plaintiffs Cindy Velasquez and Paulina Campos and Proposed Class Counsel

GORDON REES SCULLY MANSUKHANI, LLP

Dated: March 27, 2023



L. Geoffrey Lee

Attorneys for Defendant Amada Enterprises, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Cindy Velasquez v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV07994

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV34673

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20CMCV00227

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Cindy Velasquez and Paulina Campos ("Plaintiffs") and Defendant Amada Enterprises, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the consolidated cases entitled *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez Class Action*" or "*Action*"), *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673 (*Campos Class Action*), and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV00227 (*Campos PAGA Action*) (together, the *Velasquez Class Action*, *Campos Class Action*, and *Campos PAGA Action* are referred to as the "*Actions*"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 28, 2016 through November 10, 2020.

"Class Settlement" means the settlement and resolution of the Actions and Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from May 29, 2019, through November 10, 2020.

II. BACKGROUND OF THE ACTION

On February 28, 2020, Plaintiff Cindy Velasquez commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez Complaint*"). On May 29, 2020, Plaintiff Paulina Campos provided written notice to the California Labor and Workforce Development

Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that were violated (“*Campos* LWDA Letter”). On September 11, 2020, Plaintiff Paulina Campos filed her Class Action Complaint for Damages in the Los Angeles Superior Court, Case No. 20STCV34673 (“*Campos* Complaint”). On September 15, 2020, Plaintiff Paulina Campos filed her Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles Superior Court, Case No. 20CMCV0227 (“*Campos* PAGA Complaint”). On February 2, 2021, Plaintiffs Paulina Campo and Cindy Velasquez filed a First Amended Class Action Complaint for Damages, adding Paulina Campos as a named plaintiff, and subsequently dismissing the *Campos* Class Action (“*Velasquez* First Amended Complaint”).

On October 25, 2022, the Court ordered the *Velasquez* Class Action and *Campos* PAGA Action to be consolidated, with the *Velasquez* Class Action deemed the lead case.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiffs further contend that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties participated in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Cindy Velasquez and Paulina Campos as representatives of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Heather Davis, Esq.
Luke Clapp, Esq.
Protection Law Group, LLP
237 California St.
El Segundo, California 90245
Telephone: (844) 294-3095 / Fax: (866) 264-7880

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Qualified Workweeks and/or Qualified PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable,

and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Fifty Thousand Dollars (\$450,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$131,250.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) (“Litigation Costs”)(together with Attorneys’ Fees, “Attorneys’ Fees and Costs”); (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs for their services in the Actions (for a total of \$15,000); (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Qualified Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Qualified Workweeks to yield the Final Workweek Value and multiplied each Class Member’s individual Qualified Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Payment (“Individual PAGA Payment”), based on their Qualified PAGA Workweeks during the PAGA Period. The Settlement Administrator has divided the PAGA Employee Amount by the total number of Qualified PAGA Workweeks of all PAGA Members during the PAGA Period (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From February 28, 2016, through November 10, 2020 (i.e., Class Period), you are credited as having worked [REDACTED] Qualified Workweeks.

From May 29, 2019, through November 10, 2020 (i.e., PAGA Period), you are credited as having worked [REDACTED] Qualified PAGA Workweeks.

If you wish to dispute the Qualified Workweeks/Qualified PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of at least one of the Actions (*Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994, *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673, and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV0027); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) states that the Class Member and/or PAGA Member disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her; (4) includes information and/or attaches documentations demonstrating that the number of Qualified Workweeks and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct; and (5) is returned to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law, that arose during the Class Release Period.

“Released PAGA Claims” means any and all claims for civil penalties arising from the claims for penalties that were brought or could have been brought based on the facts alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq., including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

“Released Parties” means Defendant, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$157,500.00, subject to increase) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Forty-Five Thousand Dollars (\$45,000.00)(“Litigation Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Awards”), in recognition of their services in connection with the Actions. Enhancement Awards will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any contemplated judgment that may be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and/or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the words “I wish to be excluded from the Settlement in *Cindy Velasquez v. Amada Enterprises, Inc.*” or similar language; (2) be signed by you; (3) state the full name, address, telephone number, signature, and the last four digits of your Social Security number; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the words “I object to the Settlement in Cindy Velasquez v. Amada Enterprises, Inc.” or similar language; (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) state all grounds for the objection accompanied by any legal or factual support for such objection; (4) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lawsuits for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, California, during business hours, or online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Please visit the Court’s website for the most current COVID-19 guidelines and social distancing procedures for accessing court facilities: <https://www.lacourt.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.