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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MIREYA TORRES, IDREES HOLLIS,
CHRISTOPHER GARCIA, CHUMANI
BROWN, 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;

Plaintiff,

vs.

WILLIAMS LEA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV04508

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**DECLARATION OF OVSANNA
TAKVORYAN IN SUPPORT OF
PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action and PAGA Settlement;
Declaration of Proposed Class Representatives
(Mireya Torres, Idrees Hollis, Christopher
Garcia, and Chumani Brown); and [Proposed]
Order filed concurrently herewith]

Date: December 15, 2022
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: February 4, 2020
FAC Filed: July 29, 2022
Trial Date: None Set

DECLARATION OF OVSANNA TAKVORYAN

I, Ovsanna Takvoryan, 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 Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown (together, “Plaintiffs”) in the above-captioned action. 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 Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
25 one thousand (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). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

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

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
8 from Occidental College in 1998 and earned my Juris Doctor degree from the University of
9 California, Los Angeles in 2001. I was admitted to practice law in California in 2001. I am
10 admitted to practice before all courts of the State of California and all federal district courts in the
11 State of California. I have worked on many wage and hour class action and PAGA representative
12 matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative
13 notice exhaustion, mediation, drafting, negotiating, and finalizing settlement agreements,
14 engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior
15 to working at Lawyers *for* Justice, PC, I founded my own boutique law firm in 2009 and in 2018
16 became a partner of an international law firm with over 240 attorneys worldwide, where I served
17 as the administrative partner of the Los Angeles office and led the Global Finance Practice team.
18 I have structured and negotiated a broad spectrum of complex commercial transactions and
19 provided legal advice on potential risks and issues across various industries in a wide range of
20 legal areas. I have also served as lead counsel on a jury trial. I currently serve on the Board of the
21 Charlotte and Elise Merdinian Armenian Evangelical School and the Armenian Bar Association’s
22 Board of Governors, and I am a Former Executive Committee Chair of the Beverly Hills Bar
23 Association.

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

26 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
27 (“LFJ”) has achieved on behalf of its clients:
28

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

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations of
8 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC413498.

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

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

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

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor of
28 plumbing and builder supplies, involving allegations of misclassification of multiple salaried

1 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
2 representative action settlement. The Sacramento County Superior Court Case Number is 34-
3 2012-00136285.

4 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class action against a multinational corporation that provides global workplace
6 solutions, involving allegations of misclassification of the “Operations Manager” position. On
7 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
8 County Superior Court Case Number is BC478769.

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

14 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
16 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
17 motion for class certification. On October 20, 2017, the court granted final approval of the class
18 and PAGA representative action settlement. The Los Angeles County Superior Court Case
19 Number is BC474784.

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

26 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
28

1 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
2 settlement. The Los Angeles County Superior Court Case Number is BC488069.

3 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
5 involving allegations of misclassification of the “Department Manager” position. On August 12,
6 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
7 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
8 County Superior Court Case Number is RG13680477.

9 m) LFJ represented the plaintiff in a PAGA representative action against a real
10 estate and property management company, on behalf of non-exempt employees. On November 4,
11 2016, the court granted approval of the PAGA representative action settlement. The Orange
12 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

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

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

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

11 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

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

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

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

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28

1 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
2 County Superior Court Case Number is VCU264528.

3 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a behavioral health service provider on behalf of non-exempt
5 employees. On November 13, 2018, the court granted final approval of the class and PAGA
6 representative action settlement. The Alameda County Superior Court Case Number is
7 RG16811450.

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

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

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

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

1 hh) 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 regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
6 of the PAGA representative action settlement. The San Diego County Superior Court Case
7 Number is 34-2015-00175330.

8 ii) LfJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a medical equipment supplier on
10 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
11 for class certification and certified a class. The San Bernardino County Superior Court Case
12 Number is CIVDS1505744.

13 jj) LfJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. The San Diego County Superior
17 Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

24 ll) LfJ, in association with co-counsel therein, represents the plaintiffs in a
25 wage-and-hour class action against manufacturer and supplier of power products and services on
26 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
27 for class certification and certified a class. The San Diego County Superior Court Case Number is
28 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a 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.

THE SETTLEMENT AND WORK PERFORMED

8. Attached hereto as "**EXHIBIT 1**" is a true and correct copy of the fully executed Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Williams Lea, 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. As of September 8, 2021, the Class is estimated to consist of approximately nine hundred sixty (960) individuals, and the aggrieved employees are estimated to consist of approximately four hundred eighty-three (483) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Plaintiffs' Counsel" or "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members, PAGA Aggrieved Employees, and the State of California in the following respects: (1) the Class Members, PAGA Aggrieved Employees, and the State of California 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 similar complex wage and hour class action and/or representative action settlements of this 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 case progressed through certification, trial, and/or appeals.

11. Plaintiffs' Counsel has been actively engaged in this litigation since the commencement of the above-captioned action on February 4, 2020, as well as throughout the pendency of Plaintiff Mireya Torres' Private Attorney General Act lawsuit entitled *Mireya Torres*

1 v. *Williams Lea, Inc.*, Orange County Superior Court Case No. 30-2020-01149249-CU-OE-CXC,
2 filed on July 16, 2020 (together, the “Actions”). The ongoing work has been extensive,
3 demanding, and ultimately successful in achieving a substantial settlement resolution. Before
4 filing the Actions, Plaintiffs’ Counsel investigated and researched the facts and circumstances
5 underlying the pertinent issues and applicable law. This required thorough discussions and
6 interviews with Plaintiff Mireya Torres (“Plaintiff Torres”) and Class Members, and research into
7 the various legal issues in this case, namely, the current state of the law as it applied to class
8 certification, off-the-clock theory, meal and rest periods, PAGA representative actions, wage-and-
9 hour enforcement, Plaintiff Torres’ allegations, and Defendant’s potential defenses. Based on
10 Plaintiffs’ Counsel’s research and investigations, Plaintiffs’ Counsel determined that Plaintiff
11 Torres’ claims were well-suited for representative adjudication as well as adjudication on a class-
12 wide basis owing to what appeared to be a common course of conduct affecting a similarly-situated
13 group of hourly-paid, non-exempt employees of Defendant within the State of California.

14 12. After significant investigations and formal and informal discovery, the Parties
15 engaged in extensive settlement negotiations. The Parties’ efforts to negotiate a settlement
16 included participating in a formal, full-day mediation on September 16, 2021, conducted by David
17 Walsh, Esq., a well-regarded mediator experienced in mediating complex labor and employment
18 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged
19 extensive information and engaged in discussions regarding their evaluations of the case and
20 various aspects of the case, including but not limited to, the risks and delays of further litigation,
21 the risks to the Parties of proceeding with class certification and/or representative adjudication,
22 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
23 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
24 of appeals, among other things. During all settlement discussions, the Parties conducted their
25 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable
26 to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on
27 the merits and at certification, and Plaintiffs and Plaintiffs’ Counsel believed that they would be
28 able to obtain class certification and prevail at trial. After conducting investigations, formal and

1 informal discovery, and exchange of information, extensive settlement negotiations, and with the
2 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
3 settlement given the factual and legal issues relating to the class and PAGA claims, as well as the
4 costs and risks to both sides that would attend further litigation. The Settlement is a fair,
5 reasonable, and adequate resolution of the Released Claims of Plaintiffs, Settlement Class
6 Members, and PAGA Aggrieved Employees, against the Released Parties.

7 13. The Parties used the pre-mediation time to investigate the veracity, strength, and
8 scope of the claims, and Plaintiffs' Counsel was preparing the action for class certification and
9 trial. Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
10 informal discovery regarding the facts of the case, including and not limited to, the exchange,
11 review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs,
12 and other sources. Plaintiffs' Counsel propounded multiple sets of formal written discovery
13 requests onto Defendant (specifically, Requests for Production of Documents (Set One), Special
14 Interrogatories (Set One, Two, and Three), and Form Interrogatories – General (Set One)) and
15 reviewed Defendant's responses thereto. The volume of data and documents that Plaintiffs'
16 Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs
17 and other Class Members, a detailed sampling of Class Members' time and pay data, Employee
18 Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire
19 orientation checklists, operations and employment practices, forms (including but not limited to
20 Conflict of Interest Questionnaire, Corrective Action Form, and Onboarding/New Hire
21 Documents), among other information and documents. Plaintiffs' Counsel interviewed Plaintiffs
22 and other putative class members to gather facts and to identify potential witnesses. Counsel for
23 the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
24 pleadings, discovery, and the production of documents and data prior to the mediation. Plaintiffs'
25 Counsel also drafted pleadings and the mediation brief and prepared for and attended court
26 proceedings, mediation, and settlement negotiations, among other tasks.

27 14. Counsel for the Parties have also invested time researching and investigating the
28 applicable law, which is constantly evolving as it relates to certification, representative PAGA

1 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
2 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Plaintiffs'
3 Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

4 15. The Settlement provides for a Gross Settlement Amount of Two Million Nine
5 Hundred Thousand Dollars and Zero Cents (\$2,900,000.00). Under the terms of the Settlement,
6 the Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to
7 approval by the Court: Class Counsel Fees and Costs to Class Counsel, Class Representative
8 Enhancement Payments to Plaintiffs, Settlement Administration Costs to the Settlement
9 Administrator, and the PAGA Payment. Assuming that the amounts allocated under the
10 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will
11 be available for distribution to Settlement Class Members is currently estimated to be One Million
12 Four Hundred Ninety Thousand Dollars and Zero Cents (\$1,490,000.00). Additionally, twenty-
13 five percent (25%) of the PAGA Payment (i.e., the Net PAGA Penalties), which is \$75,000.00 out
14 of \$300,000.00, will be distributed to PAGA Aggrieved Employees. The Gross Settlement
15 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
16 reversion to Defendant.

17 16. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
18 Administrator") to handle the notice and settlement administration. The Parties respectfully
19 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
20 Administrator. Defendant will provide Simpluris a complete list of all Class Members in a
21 password protected and formatted in a readable Microsoft Office Excel spreadsheet and will
22 include each Class Member's full name, last known mailing address, last known telephone number
23 (if available), Social Security Number, the number of pay periods he or she worked during the
24 Class Period, and the number of pay periods he or she worked during the PAGA Period.
25 (collectively, "Class Data and List"), and Simpluris will calculate each Settlement Class Member's
26 estimated share of the Net Settlement Amount ("Individual Settlement Payment") and each PAGA
27 Aggrieved Employee's estimated share of the Net PAGA Penalties. Simpluris will also receive
28 Requests for Exclusion, Notices of Objection, and disputes regarding pay periods; provide

1 necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
2 withholdings; prepare and submit informational and other tax filings and documents; issue and
3 transmit all payments provided for by the Settlement, including and not limited to, mailing
4 Settlement Payment Checks to the Settlement Class Members and PAGA Aggrieved Employees;
5 and perform any other usual and customary duties for administering a class action settlement.
6 Settlement Administration Costs are currently estimated not to exceed Twenty Thousand Dollars
7 and Zero Cents (\$20,000.00) and will be paid out of the Gross Settlement Amount, subject to
8 approval of the Court.

9 17. Based on investigation and information discovered, Plaintiffs' Counsel believes that
10 there is sufficient evidence to support the allegations that Defendant, with respect to Plaintiffs and
11 the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to
12 provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
13 wages during employment and upon termination of employment, failed to provide compliant wage
14 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
15 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
16 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
17 section 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform
18 similar job duties and were subject to the same or similar operations and employment policies,
19 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
20 practices with respect to Plaintiffs and the Class Members were substantially the same during the
21 time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that Class
22 Members were not paid all of the compensation that was owed to them by Defendant. Thus, in
23 Plaintiffs' Counsel's view, it is clear that the outcome of this litigation would be determined by
24 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs
25 allege applied across Defendant's hourly-paid or non-exempt employees in California during the
26 relevant time period.

27 18. Plaintiffs' Counsel is aware of the defenses and position of Defendant but believes
28 that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have

1 also taken into account the uncertainty and risk of the outcome of further litigation, and the
2 difficulties and delays inherent in such litigation, including those involved in class certification
3 and/or representative adjudication. Plaintiffs further recognize the possibility of bifurcation of
4 discovery and/or trial, risks of denial of class certification or de-certification after certification,
5 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
6 defenses, the difficulties in establishing damages and entitlement to monetary recovery, court's
7 discretion with respect to assessment of civil penalties, and potential for appeals. Plaintiffs and
8 Plaintiffs' Counsel have also considered the Parties' settlement discussions, as well as the
9 evaluations of the mediator, who is experienced and well-regarded in complex labor and
10 employment matters.

11 19. Defendant, on the other hand, denied and continues to deny any liability and
12 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
13 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
14 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
15 have also had the opportunity to interview witnesses and review documents and information
16 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
17 operations and employment policies, practices, and procedures. The Parties also reviewed and
18 analyzed a large volume of documents and data, including but not limited to, a detailed sampling
19 of Class Members' time and pay information, to determine the potential value and strength of the
20 claims. The available information enabled Plaintiffs' Counsel to estimate the potential claims of
21 the Class and prepare damages and penalties valuation models. Accordingly, the Parties have
22 conducted adequate investigation and discovery to be sufficiently informed of the nature and
23 extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
24 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
25 for settlement given the legal issues relating to the claims, as well as the costs and risks to both
26 sides that would attend further litigation. The Settlement takes into account the strengths and
27 weaknesses of each side's position and the uncertainty of how the case might have concluded at
28 certification, trial, and/or appeals.

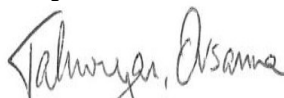
20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$1,015,000.00) and reimbursement of litigation costs and expenses not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

21. The Settlement Agreement provides for payment of up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to each Plaintiff as a Class Representative Enhancement Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Plaintiffs' Counsel needed them, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to receive an Enhancement Payments for their services on behalf of the Class, State of California, and PAGA Aggrieved Employees, in addition to their Individual Settlement Payment and Individual PAGA Payment.

22. Plaintiffs' Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class, PAGA Aggrieved Employees, and the State of California. Plaintiffs' Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 22nd day of September 2022, at Glendale, California.



Ovsanna Takvoryan

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement”
3 or “Settlement Agreement”) is made and entered into by and between Plaintiffs Mireya Torres,
4 Idrees Hollis, Christopher Garcia, and Chumani Brown (collectively “Plaintiffs” or “Class
5 Representatives”), as individuals and on behalf of all others similarly situated and aggrieved
6 employees, and Defendant Williams Lea, Inc. (“Defendant”) (together with Plaintiffs, the
7 “Parties”). This Settlement Agreement shall be binding on Plaintiffs and Class Members (as
8 defined herein) and on Defendant, subject to the terms and conditions hereof and the approval
9 of the Court.

10 **A. RECITALS**

11 1. On February 4, 2020, Plaintiff Mireya Torres commenced a putative class action
12 entitled *Mireya Torres v. Williams Lea, Inc. et al.*, Superior Court of California for the County of
13 Los Angeles, Case No. 20STCV04508 (the “Class Action”) against Defendant. As set forth in
14 the Class Action Complaint for Damages (“Class Action Complaint”), Plaintiff Mireya Torres
15 asserts class-wide claims for: (1) Unpaid Overtime (Labor Code §§ 510 and 1198); (2) Meal
16 Period Violations (Labor Code §§ 226.7 and 512); (3) Rest Period Violations (Labor Code §
17 226.7); (4) Unpaid Minimum Wages (Labor Code §§ 1194, 1197, and 1197.1); (5) Waiting Time
18 Penalties (Labor Code §§ 201 and 202); (6) Failure to Pay Wages Timely During Employment
19 (Labor Code § 204); (7) Wage Statement Penalties (Labor Code § 226); (8) Failure to Maintain
20 Accurate Payroll Records (Labor Code §§ 1174); (9) Unreimbursed Business Expenses (Labor
21 Code §§ 2800 and 2802); and (10) Unfair Competition (Business & Professions Code §§ 17200
22 et seq.).

23 2. On May 12, 2020, Plaintiff Mireya Torres filed a letter with the California Labor
24 and Workforce Development Agency (“LWDA”) alleging claims against Defendant for
25 violations of Labor Code and IWC Wage Orders pursuant to California Private Attorneys General
26 Act of 2004, California Labor Code section 2698, et seq. (“PAGA”). On July 16, 2020, Plaintiff
27 Mireya Torres commenced a representative action entitled *Mireya Torres v. Williams Lea, Inc.*
28 et al., Superior Court of California for the County of Orange, Case No. 30-2020-01149249 (the

1 “PAGA Action”) against Defendant (the Class Action and PAGA Action are referred to
2 collectively herein as the “Action”). As set forth in the complaint in the PAGA Action (“PAGA
3 Action Complaint”), Plaintiff Mireya Torres asserts a representative claim under PAGA.

4 3. The Parties will stipulate to the filing of a First Amended Complaint in the Class
5 Action to add Idrees Hollis, Christopher Garcia, and Chumani Brown as additional plaintiffs and
6 proposed class representatives, and to combine the allegations and claims set forth in the Class
7 Action Complaint and the PAGA Complaint (collectively with the anticipated amendment, the
8 “Operative Complaint”).

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

13 5. On September 16, 2021, the Parties participated in mediation with David Walsh,
14 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and eventually,
15 after continued settlement negotiations and with the assistance of the Mediator and his
16 evaluations, as well as a mediator’s proposal, the Parties reached the settlement that is
17 memorialized herein. The settlement discussions were conducted at arm’s-length, and the
18 settlement is the result of an informed and detailed analysis of Defendant’s potential liability
19 and total exposure in relation to the costs and risks associated with continued litigation, and
20 Defendant’s ability to pay a judgment if this case were taken to trial.

21 6. Counsel for Plaintiffs have diligently investigated the claims alleged in the
22 Action, including any and all applicable defenses, and the applicable law. The investigation
23 included, *inter alia*, the exchange of information, data, and documents and review of corporate
24 policies and practices. Based on the documents produced, as well as counsel for Plaintiffs’ own
25 independent investigation and evaluation, counsel believes that the settlement with Defendant
26 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
27 and adequate and is in the best interest of the alleged putative class in light of all known facts
28 and circumstances, including the risk of significant delay and uncertainty associated with

1 litigation and various defenses asserted by Defendant.

2 7. The Parties expressly acknowledge that this Settlement Agreement is entered
3 into solely for the purpose of compromising significantly disputed claims and that nothing
4 herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement
5 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to
6 their original respective positions.

7 **B. DEFINITIONS**

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

10 1. **“Class Counsel”** or **“Plaintiffs’ Counsel”** mean Edwin Aiwasian, Arby
11 Aiwasian, Joanna Ghosh, and Ovsanna Takvoryan, of Lawyers for Justice, PC.

12 2. **“Class Counsel Fees and Costs”** means such award of fees and costs and
13 expenses as the Court may authorize to be paid to Class Counsel for the services they have
14 rendered and will render to Plaintiffs and the Class in the Action. Defendant agrees not to oppose
15 Class Counsel fees of up to thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* the
16 sum of One Million Fifteen Thousand Dollars (\$1,015,000.00), and costs in the amount of up to
17 Twenty Five Thousand Dollars (\$25,000.00).

18 3. **“Class Data and List”** means a complete list of all Class Members that
19 Defendant will diligently and in good faith compile from its records and provide to the
20 Settlement Administrator within thirty (30) calendar days after Preliminary Approval. The
21 Class Data and List will be password protected and formatted in a readable Microsoft Office
22 Excel spreadsheet and will include each Class Member’s full name, last known mailing address,
23 last known telephone number (if available), Social Security Number, the number of pay periods
24 he or she worked during the Class Period, and the number of pay periods he or she worked
25 during the PAGA Period. The Class Data and List provided to the Settlement Administrator will
26 be treated as confidential and will not be disclosed to anyone, except as may be required to
27 applicable tax authorities, pursuant to Defendant’s express written consent, by order of the Court,
28 or to carry out the reasonable steps described in this Settlement to locate missing Class Members.

1 4. **“Class Member(s)”** or **“Class”** mean all current and former non-exempt or
2 hourly employees of Defendant that worked in California at any time from February 4, 2016
3 through March 16, 2022.

4 5. **“Class Notice”** means the Notice of Class Action Settlement, substantially in the
5 form attached as **“Exhibit A.”**

6 6. **“Class Period”** means the time period from February 4, 2016 through March 16,
7 2022.

8 7. **“Class Representative”** or **“Plaintiff”** means Mireya Torres, Idrees Hollis,
9 Christopher Garcia, and Chumani Brown.

10 8. **“Court”** means the Superior Court of the State of California for the County of
11 Los Angeles.

12 9. **“Defendant”** means Williams Lea, Inc.

13 10. **“Defendant’s Counsel”** or **“Defense Counsel”** mean Christopher J. Boman and
14 Shaun J. Voigt of Fisher & Phillips LLP.

15 11. **“Effective Date”** means the later of: (a) the Court’s final approval of the
16 settlement if no objections by or on behalf of Class Members have been filed and not
17 withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal
18 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

19 12. **“Enhancement Payment”** means the amount that the Court authorizes to be paid
20 to each Plaintiff, in addition to their Individual Settlement Payment and Individual PAGA
21 Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action.
22 Subject to the Court granting final approval, the Parties agree that Plaintiffs Mireya Torres, Idrees
23 Hollis, Christopher Garcia, and Chumani Brown shall each be paid an Enhancement Payment up
24 to Twelve Thousand Five Hundred Dollars (\$12,500.00) from the Gross Settlement Amount.

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

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

3 15. **“Gross Settlement Amount”** means the amount of Two Million Nine Hundred
4 Thousand Dollars and Zero Cents (\$2,900,000.00) to be paid by Defendant in full resolution of
5 all Released Claims and the Action. The Gross Settlement Amount includes all Individual
6 Settlement Payments to Settlement Class Members, the Enhancement Payment to Plaintiff
7 Mireya Torres, Settlement Administration Costs to the Settlement Administrator, the PAGA
8 Payment and Class Counsel Fees and Costs to Class Counsel.

9 16. **“Individual PAGA Payment”** means the amount payable from the Net PAGA
10 Penalties to each PAGA Aggrieved Employee.

11 17. **“Individual Settlement Payment”** means the amount payable from the Net
12 Settlement Amount to each Settlement Class Member.

13 18. **“Net Settlement Amount”** means the balance of the Gross Settlement Amount
14 remaining after deduction of the approved Enhancement Payment to Plaintiff, Settlement
15 Administration Costs, the PAGA Payment, and Class Counsel Fees and Costs. The entire Net
16 Settlement Amount is the maximum amount that will be available for distribution to Settlement
17 Class Members.

18 19. **“Notice of Objection”** means a Class Member’s valid and timely written
19 objection to the Settlement, which must be in writing and include: (a) the case name and number
20 of the Action; (b) the objector’s full name, signature, address, and telephone number, (c) a
21 written statement of all grounds for the objection accompanied by any legal support for such
22 objection, and (d) copies of any papers, briefs, or other documents upon which the objection is
23 based. Any Notice of Objection received shall apply solely to the release of the class claims.
24 There is no right to object to the Released PAGA Claims.

25 20. **“PAGA Aggrieved Employee”** all current and former non-exempt or hourly
26 employees of Defendant that worked in California at any time from May 12, 2019 through March
27 16, 2022.

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1 21. **“PAGA Payment”** means the portion of the Gross Settlement Amount that the
2 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under
3 California Lab. Code section 2698, *et seq.* The amount of the PAGA Payment is subject to Court
4 approval pursuant to California Labor Code section 2699(l). The Parties have agreed that Three
5 Hundred Thousand Dollars (\$300,000.00) of the Gross Settlement Amount shall be allocated to
6 the resolution of the PAGA Aggrieved Employees’ claims arising under PAGA. Pursuant to the
7 PAGA, seventy-five percent (75%) of the PAGA Payment, *i.e.* the sum of Two Hundred Twenty-
8 Five Thousand Dollars (\$225,000.00), shall be paid to the California Labor and Workforce
9 Development Agency (the “LWDA Payment”). The remaining twenty-five percent (25%) of the
10 PAGA Payment, *i.e.* the sum of Seventy-Five Thousand Dollars (\$75,000.00) (“Net PAGA
11 Penalties”), shall be distributed to the PAGA Aggrieved Employees.

12 22. **“PAGA Period”** means the time period from May 12, 2019 through March 16,
13 2022.

14 23. **“Parties”** means Plaintiffs and Defendant, collectively, and “Party” means either
15 Plaintiffs or Defendant.

16 24. **“Preliminary Approval”** means entry of the Court order granting preliminary
17 approval of the Settlement Agreement.

18 25. **“Released Claims”** means: (a) all claims that were and could have been pled in
19 the Operative Complaint based on facts and allegations made therein for violation of Labor Code
20 sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197,
21 1197.1, 2800 and 2802, that accrued during the Class Period; and (b) all claims that were and
22 could have been pled in the Operative Complaint based on facts and allegations made therein for
23 penalties under the California Private Attorneys’ General Act predicated on the violation of Labor
24 Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197,
25 1197.1, 2800 and 2802 and/or the IWC Wage Orders, that accrued during the PAGA Period.

26 26. **“Released Parties”** means Defendant, its past and present officers, directors,
27 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
28 accountants, auditors, consultants, and their respective successors and predecessors in interest,

1 subsidiaries, affiliates, parents, and attorneys.

2 27. **“Request for Exclusion”** means a timely letter submitted by a Class Member
3 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
4 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth
5 the name, address, telephone number, and last four digits of the Social Security Number of the
6 Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail
7 to the Settlement Administrator at the specified address indicated in the Class Notice; and (e) be
8 postmarked on or before the Response Deadline.

9 28. **“Response Deadline”** means sixty (60) days after the Settlement Administrator
10 initially mails the Class Notice to Class Members, and the last date on which Class Members may
11 submit Requests for Exclusion or Notices of Objections to the Settlement.

12 29. **“Settlement Administration Costs”** means the fees and expenses reasonably
13 incurred by the Settlement Administrator as a result of the procedures and processes expressly
14 required by this Agreement, which are estimated at Twenty Thousand Dollars (\$20,000.00). Any
15 portion of the Settlement Administration Costs not used or approved by the Court shall be added
16 to the Net Settlement Amount.

17 30. **“Settlement Administrator”** means Simpluris, Inc., or any other third-party
18 class action settlement administrator agreed to by the Parties and approved by the Court for
19 purposes of administering this Settlement.

20 31. **“Settlement Class Members”** means all Class Members who do not submit a
21 valid and timely Request for Exclusion.

22 32. **“Settlement Payment Check”** means the payment of the Individual Settlement
23 Payment to Settlement Class Members and Individual PAGA Payment to PAGA Aggrieved
24 Employees.

25 C. ADMINISTRATION OF SETTLEMENT

26 1. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
27 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
28 this Settlement after arm’s-length negotiations, mediation, and in the context of adversarial

1 litigation, taking into account all relevant factors, present and potential. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had an
3 opportunity to consult with their counsel regarding the fairness and reasonableness of this
4 Agreement.

5 2. Non-Reversionary Settlement. This is a “non-reversionary” settlement. Under no
6 circumstances will any portion of the Gross Settlement Amount revert to Defendant. Class
7 Members will not have to make a claim in order to receive an Individual Settlement Payment.
8 Distributions, in the form of Individual Settlement Payments, will be made directly to each
9 Settlement Class Member and PAGA Aggrieved Employee.

10 3. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of
11 the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount
12 into a qualified settlement account to be established by the Settlement Administrator. Defendant
13 shall also separately pay its share of employer payroll taxes as calculated and directed by the
14 Settlement Administrator.

15 4. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
16 application or motion by Class Counsel for attorneys’ fees of up to thirty-five percent (35%) of
17 the Gross Settlement Amount, *i.e.* the sum of One Million Fifteen Thousand Dollars
18 (\$1,015,000.00), and costs in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00),
19 which shall be paid from the Gross Settlement Amount. It is understood by Class Counsel that
20 the Court has final discretion in any fee award. The Settlement Administrator shall issue an IRS
21 Form 1099 to Class Counsel reflecting the awarded attorneys’ fees, costs, and expenses. Any
22 portion of the Class Counsel Fees and Costs not awarded to Class Counsel shall be added to the
23 Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this
24 Agreement. Notwithstanding any other provision of this Agreement, if the Court should fail to
25 award attorneys’ fees to Class Counsel in the full amount provided for in this Agreement, no
26 order of the Court or modification of any order of the Court concerning the amount of any
27 attorneys’ fees to be paid by Defendant to Class Counsel pursuant to this settlement shall
28 constitute grounds for cancellation or termination of the Agreement or grounds for limiting any

1 other provision of the Judgment. It is agreed that no order of the Court, including any order
2 concerning attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

3 5. Class Representative Enhancement Payment. Defendant agrees not to oppose or
4 impede any application or motion by Plaintiffs for an Enhancement Payment of up to Twelve
5 Thousand Five Hundred Dollars (\$12,500.00) to each of the Plaintiffs. The Enhancement
6 Payment shall be paid from the Gross Settlement Amount and shall be paid in addition to each
7 Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA
8 Payment as a PAGA Aggrieved Employee. It is understood by Class Counsel and Plaintiffs that
9 the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall
10 issue an IRS Form 1099 to Plaintiffs reflecting their respective Enhancement Payment.
11 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their
12 Enhancement Payment and shall hold harmless Defendant from any claim or liability for taxes,
13 penalties, or interest arising as a result of the Enhancement Payment. Any portion of the
14 Enhancement Payment not awarded to Plaintiffs shall be added to the Net Settlement Amount
15 and shall be distributed to Settlement Class Members as provided in this Agreement.

16 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
17 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
18 currently estimated at Fifteen Thousand Dollars (\$15,000.00). These costs, which shall be paid
19 from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the
20 Individual Settlement Payments and Individual PAGA Payments, the issuing of 1099 IRS Forms,
21 establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement
22 Amount and Class Counsel Fees and Costs, and providing necessary reports and declarations.
23 Any portion of the Settlement Administration Costs not allowed shall be added to the Net
24 Settlement Amount and shall be distributed to Settlement Class Members as provided in this
25 Agreement.

26 7. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
27 Three Hundred Thousand Dollars (\$300,000.00) of the Gross Settlement Amount shall be
28 designated for satisfaction of claims for civil penalties under the PAGA.

1 8. LWDA Payment. The Settlement Administrator shall pay seventy-five percent
2 (75%) of the PAGA Payment, *i.e.* the sum of Two Hundred Twenty-Five Thousand Dollars
3 (\$225,000.00), to the LWDA..

4 9. Net PAGA Penalties. The Settlement Administrator shall distribute the remaining
5 twenty-five percent (25%) of the PAGA Payment, *i.e.* t the sum of Seventy-Five Thousand
6 Dollars (\$75,000.00), to PAGA Aggrieved Employees. The Net PAGA Penalties shall be used
7 to satisfy Individual PAGA Payments to PAGA Aggrieved Employees in accordance with the
8 terms of this Agreement. The Settlement Administrator will allocate the Individual PAGA
9 Payments by first dividing the Net PAGA Penalties by the total number of pay periods worked
10 by PAGA Aggrieved Employees during the PAGA Period. That value will then be multiplied
11 by the number of pay periods worked by each respective PAGA Aggrieved Employee during
12 the PAGA Period. PAGA Aggrieved Employees are entitled to 100% of the Net PAGA
13 Penalties. Defendant maintains no reversionary right to any portion of the Net PAGA Penalties.

14 10. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
15 Individual Settlement Payments to Settlement Class Members in accordance with the terms of
16 this Agreement. The Settlement Administrator will allocate the Individual Settlement Payments
17 by first dividing the Net Settlement Amount by the total number of pay periods worked by Class
18 Members during the Class Period. That value will then be multiplied by the number of pay
19 periods worked by each respective Class Member during the Class Period. Class Members are
20 entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to
21 any portion of the Net Settlement Amount. If there are any timely submitted Requests for
22 Exclusion, the Settlement Administrator shall proportionately increase the Individual
23 Settlement Payments for each Class Member so that the amount actually distributed to Class
24 Members equals 100% of the Net Settlement Amount.

25 11. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
26 calculated with, and is premised on, Defendant's representation that Class Members worked
27 108,000 work weeks during between February 4, 2016 and September 1, 2021.

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1 12. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
2 Settlement Class Members, the Individual PAGA Payments made to PAGA Aggrieved
3 Employees, the Enhancement Payment made to Plaintiff, as well as any other payments made
4 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
5 benefit plans to which any Settlement Class Members may be eligible, including, but not limited
6 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
7 leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
8 Settlement will not affect any rights, contributions, or amounts to which any Settlement Class
9 Member or PAGA Aggrieved Employee may be entitled under any benefit plans.

10 13. Settlement Administration Process. The Parties agree to cooperate in the
11 administration of the Settlement and to make all reasonable efforts to control and minimize the
12 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
13 shall provide the following services:

- 14 a. Establish and maintain a Qualified Settlement Fund account;
- 15 b. Calculate the amount of the Settlement each Class Member is eligible to
16 receive;
- 17 c. Verify the last known address for each Class Member through a generally
18 utilized, national address update database prior to mailing the Class Notice;
- 19 d. Print and mail the Class Notice;
- 20 e. Establish and maintain a toll-free informational telephone support line to
21 assist Class Members who have questions regarding the Class Notice;
- 22 f. Conduct additional address searches for mailed Class Notices that are
23 returned as undeliverable and, to the extent new and more current addresses are found, also reprint
24 and re-mail Class Notices accordingly;
- 25 g. Field inquiries from Class Members, and administer any Requests for
26 Exclusion. This service will include settlement proceed calculations, printing and issuance of
27 checks, and preparation of 1099 Forms;
- 28 h. Distribute and pay the Enhancement Payment, Individual Settlement
Payments, Individual PAGA Payments, the LWDA Payment, and fees and costs awarded to Class

Counsel; and

i. Provide declarations and/or other information to the Court as requested.

14. Delivery of the Class List and Data. Within thirty (30) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

15. Notice by First-Class U.S. Mail. Within five (5) business days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List and Data subject to Section C.15 below.

16. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

17. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (5) each Class Member's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (6) the dates that comprise the Class Period and PAGA Period; (7) instructions on how to submit a valid Request for Exclusion, or Notice of Objection; (8) instructions on how to submit a dispute as to the data provided by Defendants regarding the total number of pay periods worked by Class Members during the Class Period and/or regarding the total number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period; (9) the deadlines by which the Class Member must submit a Request for Exclusion or Notice of Objection; (10) the date for the final approval hearing; and (11) the claims to be released. The Class Notice will also inform Class Members that, in order to receive the Individual Settlement Payment and Individual PAGA Payment, they do not need to do anything except keep the Settlement Administrator apprised of their current mailing addresses.

1 18. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement
2 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
3 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
4 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
5 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
6 address using a skip-trace, or other search using the name, address and/or Social Security Number
7 of the Class Member involved and shall then perform a re-mailing. Those Class Members who
8 receive a re-mailed Class Notice shall have their Response Deadline extended fifteen (15) days
9 from the original Response Deadline.

10 19. Request for Exclusion Procedures. Any Class Member, other than Plaintiffs, may
11 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement
12 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly
13 state that the Class Member does not wish to be included in the Settlement; (2) set forth the name,
14 address, telephone number, and last four digits of the Social Security Number of the Class
15 Member requesting exclusion; (3) be signed by the Class Member; (4) be returned by mail to the
16 Settlement Administrator at the specified address indicated in the Class Notice; and (5) be
17 postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive
18 means to determine whether a Request for Exclusion is timely. By submitting such a Request for
19 Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the
20 Settlement and not be bound by this Agreement, except that in light of the binding nature of a
21 PAGA judgment on non-party employees, Class Members employed during the PAGA Period
22 who exclude themselves from this Settlement shall still be bound by the release of any claims
23 under the California Private Attorneys' General Act that accrued during the PAGA Period and
24 are encompassed within the Released Claims. At no time shall any of the Parties or their counsel
25 seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion. Class
26 Counsel shall not represent any Class Members with respect to any such request.

27 20. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
28 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely

1 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
2 including those pertaining to the Released Claims, as well as any Judgment that may be entered
3 by the Court. Additionally, Class Members employed during the PAGA Period shall be bound
4 by the release of any claims under the California Private Attorneys General Act that accrued
5 during the PAGA Period and are encompassed within the Released Claims, as well as any
6 Judgment that may be entered by the Court thereon, regardless of whether they opt-out of the
7 Settlement.

8 21. Objection Procedures. Any Class Member who does not opt-out of this Settlement
9 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
10 return by mail a written statement of objection to the Settlement Administrator at the specified
11 address by the Response Deadline. The Notice of Objection must include: (1) the objector's full
12 name, signature, address, and telephone number; (2) a written statement of the basis for the
13 objection; and (3) any copies of papers, briefs, or documents upon which the objection is based.
14 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
15 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
16 Class Counsel shall not represent any Class Members with respect to any such objections to this
17 Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed
18 to object to this Settlement. No later than five (5) days after the Response Deadline, the Settlement
19 Administrator shall provide Defense Counsel with a complete list of all Class Members who have
20 timely and properly requested exclusion from the Class.

21 22. Defendant's Right to Rescind. If five percent (5%) or more of the Class submit a
22 timely and valid Request for Exclusion, Defendant will have the right, but not the obligation, to
23 revoke and void this Agreement at its discretion. Defendant must exercise the option to rescind
24 within ten (10) business days of Defense Counsel receiving notification from the Settlement
25 Administrator that more than ten percent (10%) of the Class Members have submitted timely and
26 valid Requests for Exclusion from the Settlement. If Defendant exercises this right to void the
27 Agreement, then the Parties will have no further obligations under the Agreement, including,
28 without limitation, any obligation by Defendant to pay the Gross Settlement Amount, or any

1 amounts that otherwise would have been owed under this Agreement, except that Defendant shall
2 pay all Settlement Administration Costs incurred by the Settlement Administrator up to the date
3 of Defendant's notice to rescind, in an amount that shall not exceed the Settlement Administration
4 Costs. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this
5 Agreement had not been executed. The Parties agree that they will not encourage any Class
6 Member to object to the Settlement or to opt out.

7 23. Settlement Administrator's Reports of Information. The Settlement Administrator
8 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
9 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
10 Administrator will provide to counsel for both Parties any updated reports regarding the
11 administration of the Settlement as needed or requested. The Settlement Administrator shall also
12 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
13 the Settlement Administrator shall immediately forward any Request for Exclusion to the Parties'
14 counsel so that they can determine whether the Request for Exclusion is valid and timely.

15 24. Distribution of Payments. Within fifteen (15) calendar days of Defendant funding
16 the Gross Settlement Amount, the Settlement Administrator shall pay: (1) the Individual
17 Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA
18 Aggrieved Employees; (2) the LWDA Payment to the Labor and Workforce Development
19 Agency; (4) the Enhancement Payment to Plaintiff Mireya Torres; and (5) Class Counsel Fees
20 and Costs to Class Counsel. The Settlement Administrator shall also issue a payment to itself for
21 services performed in connection with the Settlement.

22 25. Non-Negotiated Settlement Checks. Any Settlement Payment Checks shall be
23 negotiable until one hundred and eighty (180) calendar days after mailing to the Settlement Class
24 Members and PAGA Aggrieved Employees. Those funds represented by settlement checks
25 returned as undeliverable and the funds which correspond with the settlement checks that are not
26 negotiated within one hundred and eighty (180) calendar days after mailing shall be transferred
27 to the California Secretary of State Controller's Office—Office of Unclaimed Property Fund
28 under the unclaimed property laws in the name of the Settlement Class Members and PAGA

1 Aggrieved Employees.

2 26. Certification of Completion. Upon completion of administration of the Settlement,
3 the Settlement Administrator shall provide a written declaration under oath to certify such
4 completion to the Court and counsel for all Parties.

5 27. Administration Costs if Settlement Fails or is Delayed. If an objection to the
6 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
7 the Settlement is voided, any costs incurred by the Settlement Administrator shall be borne
8 equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

9 28. Tax Allocation of Individual Settlement Payments. All Individual Settlement
10 Payments shall be allocated as follows: eighty percent (80%) as penalties and interest and
11 reported on an IRS Form 1099; and twenty percent (20%) shall be attributed to wages and
12 reported via an IRS Form W-2. Settlement Class Members are responsible for their share of the
13 payroll taxes, which shall be deducted from their Individual Settlement Payments. Defendant is
14 responsible for the employer share of payroll taxes, in addition to the Gross Settlement Amount,
15 and these taxes will not be deducted from the Gross Settlement Amount.

16 29. Tax Allocation of Individual PAGA Payments. All Individual PAGA Payments
17 shall be allocated 100% as penalties. The amount of payments shall be reported on an IRS Form
18 1099 by the Settlement Administrator.

19 30. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator shall be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
21 Aggrieved Employees and Class Counsel, 1099 forms or other tax forms as may be required by
22 law for all amounts paid pursuant to this Agreement.

23 31. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and
24 Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments
25 called for hereunder, and Plaintiffs and Settlement Class Members are not relying on any
26 statement, representation, or calculation by Defendant, Defense Counsel, Plaintiffs' Counsel, or
27 by the Settlement Administrator in this regard. Plaintiffs and Settlement Class Members
28 understand and agree that they will be solely responsible for the payment of any and all taxes and

1 penalties assessed on their respective payments described herein and will defend, indemnify, and
2 hold Defendant, Defense Counsel, Plaintiffs' Counsel and the Settlement Administrator free and
3 harmless from and against any claims resulting from treatment of such payments as non-taxable
4 penalties/damages.

5 32. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
8 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
10 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
11 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
13 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
14 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
15 RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND
16 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
17 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
18 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
19 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 AGREEMENT.

1 **D. RELEASE OF CLAIMS BY PLAINTIFFS AND THE SETTLEMENT CLASS**

2 1. Release of Claims by Plaintiffs. As a condition to obtaining the Enhancement
3 Payment provided for herein, Plaintiffs (on behalf of themselves and their respective spouse,
4 heirs, executors, administrators, trustees, and/or permitted assigns) also agree to a general release
5 of any and all claims against Defendant and the Releasees (as defined above)—which shall
6 include without limitation any and all claims which in any way relate to their employment with
7 Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether
8 pled in the Operative Complaint or not, including but not limited to any claims under the FLSA,
9 Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare
10 Commission Wage Order—now existing or arising in the future, based on any act, omission,
11 event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof.
12 Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the
13 provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A**
14 **general release does not extend to claims that the creditor or releasing party does not know**
15 **or suspect to exist in his or her favor at the time of executing the release and that, if known**
16 **by him or her, would have materially affected his or her settlement with the debtor or**
17 **released party.**”

18 2. Release of Claims by Settlement Class Members. Upon the payment of the Gross
19 Settlement Amount, Plaintiffs and all Settlement Class Members, as well as their spouses, heirs,
20 executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to
21 have fully, finally and forever released, settled, compromised, relinquished and discharged, to the
22 fullest extent possible, any and all of the Released Parties of and from any and all Released
23 Claims.

24 3. Release of Claims by PAGA Aggrieved Employees. Upon the payment of the
25 Gross Settlement Amount, Plaintiffs and all PAGA Aggrieved Employees, as well as their
26 spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall
27 be deemed to have fully, finally and forever released, settled, compromised, relinquished and
28 discharged, to the fullest extent possible, any and all of the Released Parties of and from any and

claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released Claims.

E. FINAL AND PRELIMINARY APPROVAL

1. Preliminary Approval Hearing. Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, conditional certification of the Class, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice, attached to this Agreement as **Exhibit A**.

2. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the PAGA Payment; (ii) the Class Counsel Fees and Costs; (iii) the Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

3. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

4. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be

1 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
2 likewise be treated as void from the beginning.

3 **F. CLASS CERTIFICATION & NON-ADMISSION OF LIABILITY**

4 1. Class Action Certification. The Parties are agreeing to class certification for
5 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
6 admission of any kind by Defendant, including without limitation, that certification of a class for
7 trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can
8 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
9 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
10 will be restored to their respective positions in the lawsuit as if they had not entered into this
11 Agreement. The Parties further agree that this Agreement or any documents or orders issued
12 related to this Settlement will not be admissible, other than according to the Settlement's terms,
13 in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii)
14 Defendant is liable to Plaintiffs or any Class Member.

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

1 **G. DISPUTES**

2 1. Disputes Regarding Language of Settlement Agreement. If the Parties have a
3 dispute with regard to the language of the Agreement, the Parties agree to attempt to informally
4 resolve the dispute by engaging David Walsh to mediate such dispute.

5 2. Disputes Regarding Individual Settlement Payments and/or Individual PAGA
6 Payments. In the event that Class Members and/or PAGA Aggrieved Employees have a dispute
7 as to the data provided by Defendant regarding the total number of pay periods worked by Class
8 Members and/or regarding the total number of pay periods worked by PAGA Aggrieved
9 Employees, Class Members and PAGA Aggrieved Employees will have the opportunity to
10 provide documentation and/or an explanation. Absent evidence rebutting Defendant's records,
11 Defendant's records will be presumed determinative. If there is a dispute, the Settlement
12 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
13 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
14 Settlement Payments as well as the Individual PAGA Payments under the terms of this
15 Agreement, and that determination shall be binding.

16 3. Disputes Regarding Administration of Settlement. Any disputes not resolved by
17 the Settlement Administrator concerning the administration of the Settlement will be resolved by
18 the Court under the laws of the State of California. Prior to any such involvement of the Court,
19 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
20 involving the Court.

21 4. Enforcement Actions. In the event that one or more of the Parties institutes any
22 legal action or other proceeding against any other Party or Parties to enforce the provisions of
23 this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party
24 or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable
25 attorneys' fees and costs, including expert witness fees incurred in connection with any
26 enforcement actions.

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H. MISCELANEOUS TERMS

1. Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post information on any social media or website, or have any communication with the press about the fact, amount, or terms of the Settlement.

2. 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.

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

4. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties.

5. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

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

///

1 7. Execution and Counterparts. This Agreement is subject only to the execution of
2 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
3 counterparts and each of them, including facsimile and scanned copies of the signature page, shall
4 be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
5 among themselves original signed counterparts.

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

8 9. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
9 governed by and interpreted according to the laws of the State of California.

10 10. Invalidity of Any Provision. Before declaring any provision of this Agreement
11 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
12 consistent with applicable precedents so as to define all provisions of this Agreement valid and
13 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
14 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
15 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
16 provision had never been included in this Agreement.

17 11. Captions. The captions and section numbers in this Agreement are inserted for the
18 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
19 provisions of this Agreement.

20 12. Waiver. No waiver of any condition or covenant contained in this Agreement or
21 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
22 constitute a further waiver by such party of the same or any other condition, covenant, right or
23 remedy.

24 13. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
25 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
26 strictly against one Party than another merely by virtue of the fact that it may have been prepared
27 by counsel for one of the Parties, it being recognized that, because of the arm's-length
28 negotiations between the Parties, all Parties have contributed to the preparation of this

Agreement.

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

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

16. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

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 MIREYA TORRES

Dated: 08/03/2022, 2022

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Mireya Torres
Hintex AssureSign® a4364381-0381-49d7-a800-aa06011147e4

Mireya Torres

PLAINTIFF IDREES HOLLIS

Dated: _____, 2022

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PLAINTIFF CHRISTOPHER GARCIA

Dated: _____, 2022

Chirsotpher Garcia

Agreement.

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IT IS SO AGREED.

PLAINTIFF MIREYA TORRES

Dated: _____, 2022

Mireya Torres

PLAINTIFF IDREES HOLLIS

Dated: 08/3/2022, 2022

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PLAINTIFF CHRISTOPHER GARCIA

Dated: _____, 2022

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Agreement.

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IT IS SO AGREED.

PLAINTIFF MIREYA TORRES

Dated: _____, 2022

Mireya Torres

PLAINTIFF IDREES HOLLIS

Dated: _____, 2022

Idrees Hollis

PLAINTIFF CHRISTOPHER GARCIA

Dated: _____, 2022



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PLAINTIFF CHUMANI BROWN

Dated: 8/3/2022, 2022

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Chumani Brown
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Chumani Brown

WILLIAMS LEA, INC.

Dated: _____, 2022

By: _____
Title: _____
On behalf of Williams Lea, Inc.

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: August 3, 2022


EDWIN AIWAZIAN
Attorneys for Plaintiffs and Proposed Class Counsel

Dated: _____, 2022

FISHER & PHILLIPS LLP

By: _____
CHRISTOPHER J. BOMAN
SHAUN VOIGT
Attorneys for Defendant

PLAINTIFF CHUMANI BROWN

Dated: _____, 2022

Chumani Brown

WILLIAMS LEA, INC.

Dated: 8/3/2022
_____, 2022

DocuSigned by:
Erin Wiggins
95B7FE01230D4AE

By: Erin Wiggins
Title: General Counsel-Global Head of Legal and Compliance
On behalf of Williams Lea, Inc.

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CHRISTOPHER J. BOMAN
SHAUN VOIGT
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Mireya Torres, et al. v. Williams Lea, Inc.
Superior Court of California for the County of Los Angeles, Case No. 20STCV04508

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 case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the 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 settlement, object to the settlement, and/or dispute the number of pay periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement has been reached between Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown (together "Plaintiffs") and Defendant Williams Lea, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the class action case entitled *Torres, et al. v. Williams Lea, Inc.*, Los Angeles County Superior Court, Case No. 20STCV04508 (the "Litigation"), 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 non-exempt or hourly employees of Defendant that worked in California at any time from February 4, 2016 through March 16, 2022.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 4, 2016 through March 16, 2022.

"PAGA Aggrieved Employee" all current and former non-exempt or hourly employees of Defendant that worked in California at any time from May 12, 2019 through March 16, 2022.

"PAGA Period" means the time period from May 12, 2019 through March 16, 2022.

II. BACKGROUND OF THE LITIGATION

On February 4, 2020, Plaintiff Mireya Torres filed a Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 20STCV04508 (the "*Torres* Class Action"). On May 12, 2020, Plaintiff Mireya Torres provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated. On July 16, 2020, Plaintiff Mireya Torres filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under the California Private Attorneys General Act ("PAGA"), entitled *Mireya Torres v. Williams Lea, Inc.*, Orange County Superior Court Case No. 30-2020-01149249-CU-OE-CXC (the "*Torres* PAGA Action"). On March 16, 2022, Plaintiffs Idrees Hollis, Christopher Garcia, and Chumani Brown provided written notices to the LWDA and Defendant of the specific provisions of the California Labor Code that they contend were violated. On July 29, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Torres* Class Action, adding Idrees Hollis, Chumani Brown, and Christopher Garcia as additional named plaintiffs and effectively consolidating all of the claims in the *Torres* Class Action and the *Torres* PAGA Action into one complaint (the "Operative Complaint").

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 complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* 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 Litigation or that it violated any law.

After investigation and analysis of the claims, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown as representative of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

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

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 Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the pay periods 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 Litigation have merit or that Defendant has any liability to Plaintiffs or the Class 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. The Court has made no ruling on the merits of the claims asserted in the Litigation 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 gross settlement amount is Two Million Nine Hundred Thousand Dollars and Zero Cents (\$2,900,000.00) (the "Gross Settlement Amount"). The portion of the Gross 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 Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,015,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) ("Class Counsel Fees and Costs") to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) to each of the Plaintiffs for their services in the Litigation; (3) Settlement Administration Costs in an amount estimated to be Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator; and (4) the amount of Three Hundred Thousand Dollars (\$300,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Payment"). The PAGA Payment will be distributed 75% (\$225,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$75,000.00) ("Net PAGA

Penalties”), shall be distributed to the PAGA Aggrieved Employees.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount based on the number of pay periods each Class Member worked for Defendant as a non-exempt or hourly paid employee in California during the Class Period (“Individual Settlement Payment”). The Settlement Administrator has divided the Net Settlement Amount by the total number of pay periods worked by Class Members during the Class Period and multiplied that value by the number of pay periods worked by each respective Class Member during the Class Period to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the 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 payment of their final Individual Settlement Payment.

Each Individual Settlement Payment 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 (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Aggrieved Employees are eligible to receive their *pro rata* share of the Net PAGA Penalties based on the number of pay periods each PAGA Aggrieved Employee worked for Defendant as a non-exempt or hourly paid employee in California during the PAGA Period (“Individual PAGA Payment”). The Settlement Administrator has divided the Net PAGA Penalties by the total number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period and multiplied that value by the number of pay periods worked by each respective PAGA Aggrieved Employee during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the 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 and Individual PAGA Payments will be mailed to Class Members and PAGA Aggrieved Employees respectively 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 Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From February 4, 2016 through March 16, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] pay periods.

From May 12, 2019 through March 16, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] pay periods.

If you wish to dispute the pay periods credited to you, you must submit a written dispute that: (1) contains the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, last four digits of your Social Security Number; (4) clearly state that you dispute the number of pay periods credited to you and what you contend is the correct number of pay periods that should be credited to you for the Class Period and/or the PAGA Period; (5) include information and/or attach documentation demonstrating that the number of pay periods that you contend should be credited to you are correct; and (6) be submitted to the Settlement Administrator by mail 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 pay periods credited to you.

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

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 Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment 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 date that Defendant fully funds the Settlement, Plaintiffs, all Settlement Class Members, and PAGA Aggrieved Employees waive, release, and discharge Released Parties of any and all Released Claims.

“Released Claims” means: (a) all claims that were and could have been pled in the Operative Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802, that accrued during the Class Period; and (b) all claims that were and could have been pled in the Operative Complaint based on facts and allegations made therein for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and/or the IWC Wage Orders, that accrued during the PAGA Period.

“Released Parties” means Defendant, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

E. Class Counsel Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$1,015,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Five Thousand Dollars (\$25,000.00) (“Class Counsel Fees and Costs”), subject to approval by the Court. The Class Counsel Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs, Class Members, and PAGA Aggrieved Employees 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 Payments to Plaintiffs

Plaintiffs will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) each (“Enhancement Payment”), in recognition of their services in connection with the Litigation. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment 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 Twenty Thousand Dollars (\$20,000.00) (“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, objections, and pay period disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment and your Individual PAGA Payment (if applicable) unless you decide to exclude yourself from the Settlement (see Section IV.B below).

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

Class Members 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 their own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you do not wish to be included in the Settlement; and (5) be sent 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 submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the 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 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. All PAGA Aggrieved Employees will be bound to the Settlement (and the release of any claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Settlement

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

An objection must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed 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 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, 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 Class Counsel Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement 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 documents filed in the Litigation for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

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.