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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VALENTIN LOPEZ and GASPAR
ZARAGOZA, individually, and on behalf all
others similarly situated,

Plaintiffs,
vs.

NEW STAR F INC. d/b/a NORTHERN CAFE, a
California corporation; JIANG & YAN
CORPORATION, a California corporation;
NORTHERN CAFÉ RESTAURANT INC., a
California corporation; WLY ENTERPRISE
INC., a California corporation; ZYJ CORP., a
California corporation; YZRJ CORP. a California
corporation; THE BOWL RESTAURANT INC.,
a California corporation; NORTHERN CAFÉ
DUMPLING HOUSE & BAR LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV04625
Consolidated with Case No. 20STCV28150

CLASS ACTION

[Hon. David S. Cunningham, Dept. 11]

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 17, 2024
Time: 10:00 a.m.
Courtroom: Dept. 11
Judge: Hon. David S. Cunningham

Action Filed: February 5, 2020
Trial Date: Not Set

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DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC (formerly Moon & Yang, APC). My business address is 725 S. Figueroa Street, 31st Floor, Los Angeles, California 90017 and my business telephone number is (213) 232-3128. I am counsel for Plaintiff Gaspar Zaragoza, and I am proposed counsel for the Settlement Class.

3. This Declaration is submitted in support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement.

BACKGROUND

4. On February 5, 2020, Valentin Lopez commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants New Star F Inc. dba Northern Café and Jiang & Yan Corporation for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violation of the Unfair Competition Law. On July 23, 2020, Plaintiff Gaspar Zaragoza ("Plaintiff" herein) filed a Class Action Complaint alleging causes of action against defendants NEW STAR F INC. d/b/a NORTHERN CAFÉ, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC (collectively "Defendants") for failure to pay minimum and regular wages, failure to pay overtime wages, failure to

1 provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements,
2 waiting time penalties, and violation of the Unfair Competition Law. On January 19, 2023, Plaintiff and
3 Valentin Lopez filed a Fourth Amended Consolidated Class and Representative Action Complaint
4 (“4AC”) alleging causes of action against Defendants for failure to pay all wages, failure to pay overtime
5 wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized
6 wage statements, waiting time penalties, and violations of the Unfair Competition Law and Private
7 Attorneys General Act of 2004 (“PAGA”). The 4AC is the operative complaint in the Action (the
8 “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to
9 comply with the laws identified in in the Operative Complaint, and deny any and all liability for the
10 causes of action alleged. Class Counsel requested dismissal of Valentin Lopez pursuant to California
11 Rules of Court, Rule 3.770.

12 5. Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”),
13 pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under
14 the Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA Letter”). The LWDA
15 did not indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-
16 day time period permitted for the LWDA to provide such a notification expired.

17 6. The Parties conducted informal and formal discovery and investigation of the facts and
18 law. Such investigation included, inter alia, the exchange of extensive data and discoverable information
19 in preparation for the mediation sessions. The Parties have analyzed payroll and other data pertaining to
20 Plaintiff and the Class during the relevant Settlement Period, including but not limited to the numbers of
21 former and current members of each purported subclass within the Class, average workweeks, and
22 average rate of hourly pay. In addition, Defendants also provided documents reflecting its wage and hour
23 policies and practices during the Settlement Period and information regarding the total number of current
24 and former employees in the Class. Because of the time and expense of producing data, Defendants
25 provided a sample of data for the class that included data for 17,857 out of 56,642 total shifts. Counsel
26 agreed to this sampling as it was robust, and they confirmed the reliability of the sample. To make that
27 calculation, Class Counsel had to calculate the margin of error for the size of a sample from the putative
28 class. The margin of error calculation for the sample of the Class in this case is as follows:

$$1.96 \sqrt{\frac{0.5(1-0.5)}{17,857}} \sqrt{\frac{56,642-17,857}{56,642-1}} = \text{margin of error}^1 = 0.61\%$$

The data set was believed to include approximately 56,642 shifts worked by class members at the time the sample was approved. With a sample of 17,857 shifts, Class Counsel calculated that the margin of error, using the population adjustment factor, was no more than 0.61 percent.

7. After reviewing documents regarding Defendants' wage and hour policies and practices and other information obtained during the exchange of discovery, Class Counsel were able to evaluate the probability of class certification, success on the merits, and the reasonably obtainable maximum monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.

8. On July 19, 2023, the Parties participated in an all-day mediation presided over by Michael Young, Esq. which led to this Agreement to settle the Action. The Parties discussed at length the burdens and risks of continuing with the litigation as well as the merits of claims and defenses. Class Counsel carefully considered the special risks associated with the limitations placed on the use of grant funds by this non-profit entity. After the mediation, the Parties then signed a long form settlement agreement (the "Agreement").

9. Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto. Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter into a Settlement that confers substantial relief upon the Class.

10. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class. Solely for the purpose of settling this case, the parties agree that the requirements for establishing

¹ The term "1.96" is derived from a standard deviation table for a 95% confidence interval, known as a "z-table." It is not affected by sample or population size. The margin of error is an "overestimate" of because the variance is presumed to be at its highest value, using 0.5(1-0.5) to represent p*q in the variance equation of (p*q)/n.

class action certification with respect to this class have been met and are met. If this Settlement is not approved by the Court for any reason, Defendants reserve the right to contest class certification. This Settlement, if approved, will result in the termination of the litigation through the entry of the Judgment and the release of all Released Claims for all Class Members, including all within the class definition who have not elected to exclude themselves from the Class.

SUMMARY OF THE SETTLEMENT TERMS

11. Key provisions of the proposed settlement include the following:

- (a) Defendants agree not to oppose certification for purposes of Settlement (Settlement, ¶ 12.1);
- (b) Class: Hourly and non-exempt employees currently or formerly employed by Defendants in the State of California at any time during the Class Period (the “Class Period” is the period from February 5, 2016 to July 19, 2023). (Settlement, ¶¶ 1.5, 1.13.)
- (c) Settlement Amount: Defendant will pay a maximum of **\$629,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** benefit per Class Member of approximately **\$1,382.41**² (Settlement, ¶ 1.22; 3.1; Leviant Decl., ¶ 17.);
- (d) Funding of Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (Settlement, ¶ 4.3.)
- (e) Class Size: **455** individuals who worked **15,784** workweeks during the Class Period. (Settlement, ¶ 8.);
- (f) PAGA Group Size: **408** individuals, who worked **6,657** Pay Periods during the

² The final class size was smaller than estimated, so this amount per Class Member is higher than the estimate at preliminary approval.

- 1 PAGA Period (Settlement, ¶ 8);
- 2 (g) PAGA Period: January 31, 2019 to July 19, 2023. (Settlement, ¶ 1.36);
- 3 (h) Escalator Clause: If the number of workweeks in the Class Period exceeds 17,000
- 4 by more than 10%, the Gross Settlement Amount will increase by \$37 for each
- 5 additional workweek over 17,000. *The escalator was not triggered.* (Settlement,
- 6 ¶ 8);
- 7 (i) Kullar/Munoz Analysis: Plaintiff addresses the claims analysis below, at
- 8 Paragraph 18;
- 9 (j) No Reversion: The Settlement is a *non-reversionary* settlement (Settlement, ¶
- 10 3.1);
- 11 (k) Certification: Plaintiff addressed certification in detail in the Motion for
- 12 Preliminary Approval;
- 13 (l) No Claim Form: No claim form is required (Settlement., ¶ 3.1);
- 14 (m) Class Release: The Settlement will release wage-and-hour claims for
- 15 Participating Class Members (those Class Members who do not opt out of the
- 16 Settlement) all claims that were alleged, or reasonably could have been alleged,
- 17 based on the facts stated in the Operative Complaint (Settlement, ¶ 5.2);
- 18 (n) PAGA Release: Plaintiff, Aggrieved Employees and the LWDA will release all
- 19 claims for PAGA penalties that were alleged, or reasonably could have been
- 20 alleged, based on the facts stated in the Operative Complaint and the PAGA
- 21 Notice, regardless of whether they opt out of the class portion of the Settlement
- 22 (Settlement, ¶ 5.3);
- 23 (o) Net Settlement Amount Available to the Class: After deducting Class Counsels’
- 24 attorneys’ fees and costs, service payment to Plaintiff, administration costs, and
- 25 the PAGA penalty, the remainder will be available for distribution to Class
- 26 Members who do not opt out, with each Class Member receiving a share based
- 27 on the number of workweeks each Class Member worked for Defendant within
- 28 the Class Period. The Net Settlement Amount is estimated to be at least

\$336,833.33, resulting in an average **net** payment per Class Member of at least **\$740.29**, before any tax withholdings. (Settlement, ¶ 1.28.)

- (p) Tax Allocation: The amounts distributed to Class Members will be characterized as 33 1/3% alleged unpaid wages, 66 2/3% to interest and penalties, and PAGA Settlement Payments will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.2.)
- (q) Employer's Portion of Payroll Taxes Paid Separately: Defendants' portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that constitute wages will be paid separate and apart from the GSA (Settlement, ¶ 3.1);
- (r) Settlement Administrator: The notice portion of the Settlement will be administered by a third-party Administrator, Phoenix Settlement Administrators, with the costs of administration at a flat rate of up to **\$12,500.00**. (Settlement, ¶ 3.2.3; Declaration of Jodey Lawrence, Exh. B.)
- (s) Class Data for Administration: The Settlement Administrator will receive the Class Data within 14 calendar days of Preliminary Approval, use the National Change of Address ("NCOA") database to update the Class Data, and then use skip tracing on returned Notices (Settlement, ¶¶ 4.2; 1.9);
- (t) Notice: The Notice will issue within 14 days of receipt of the Class List (Settlement, ¶ 7.4.2). The Notice describes how to dispute workweeks, submit an objection in writing, in person, or through an attorney, or request exclusion (Settlement, ¶¶ 7.5 – 7.7);
- (u) Notice Language: Notice will issue in English with Spanish and Chinese translations (Settlement, ¶ 1.12; 7.4.2);
- (v) Objections: Objections can be submitted in person, through an attorney, or in writing to the Settlement Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 – 7.7.3);
- (w) Exclusion Requests: The procedure for exclusion requests, mailing a request to

the Settlement Administrator, is the same as the procedure for submitting a written objection (Settlement, ¶¶ 7.5.1 and 7.7.2);

- (x) PAGA Allocation: From the GSA, **\$30,000** will be allocated to settle claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.* (“PAGA”), and seventy-five percent (75%), or **\$22,500**, will be paid to the California Labor & Workforce Development Agency. (Settlement, ¶ 1.35; 3.2.5);
- (y) Notice to LWDA: Notice was provided prior to the filing of this Motion;
- (z) Enhancement/Service Award to Plaintiff: Defendants will not oppose the application for Class Representative Service Payment of up to **\$10,000.00** for Plaintiff, to be paid from the GSA (Settlement, ¶ 3.2.1);
- (aa) Fees and Costs: Defendant will not oppose Class Counsel’s application for fees not to exceed 33.33% of the GSA (**\$209,666.67**), and actual costs, in an amount not to exceed **\$30,000.00**, to be paid out of the GSA (Settlement, ¶ 3.2.2);
- (bb) Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.1);
- (cc) Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the State Controller’s Office, Unclaimed Property Division in the name of the Class Member (Settlement, ¶ 4.4.3);
- (dd) Judgment Notice: Judgment will be posted on the Settlement Administrator’s website after entry (Settlement, ¶ 7.8.1);
- (ee) Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 12.2).

12. A true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as Exhibit “1.”

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

13. Plaintiff and counsel have diligently investigated the claims of the Class Members. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of certification and possible summary judgment efforts, the limited financial resources available to Defendant, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the putative Class and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of experience with class actions in negotiating the settlement of this case.

14. One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

15. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of time and wage data, wage and hour policy documents, and data about the composition of the Class, were sufficient to permit us counsel to adequately evaluate the settlement. We had more than enough information upon which to evaluate a fair and reasonable settlement amount.

16. In addition to disputing the merits of Plaintiff's claims at trial, Defendants intended to aggressively challenge the case at the certification stage. Defendants contend that Plaintiff could not prevail on a certification motion. We believe that the case was viable through to a trial. However, while Plaintiff asserts a belief that this is a viable case for trial, we realize that there are always very significant risks associated with certification and trials, and those risks cannot be eliminated in this case. Continued litigation of this lawsuit presented Plaintiff and Defendants with substantial legal risks and costs that were (and continue to be) difficult to assess. The risks in this matter include:

- the risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time or overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014) ("*Duran*"), *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-clock claims based on proof at trial);
- the risk that Defendants' challenged employment policies might not ultimately support class certification or a class-wide liability finding, *see, Duran*, 59 Cal. 4th at 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition);
- the risk that uncertainties pertaining to the legality of Defendants' policies and practices could preclude class-wide awards of penalties under Labor Code §§ 203 and 226(e);
- the risk that individual differences between Class Members could be construed as pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th at 19;
- the risk that any civil penalties award under the PAGA could be reduced by the Court in its discretion, *see* Labor Code § 2699(e)(1);
- the risk that multiple Defendants would result in a limited certification that included only some or one of the Defendants;
- the risk that lengthy trial or appellate litigation could ensue;
- the risk that there would be no efficient method for proving the duration of off-the-clock activities by the putative class; and,
- the risk violation rate estimates could prove lower than expected.

These risks are non-exhaustive. While we remain confident that we possess credible strategies for responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of this proposed settlement. This Settlement provides a benefit to the Class Members that is very reasonable in light of these particular risks.

17. The Settlement is the product of arm's-length negotiations between the Parties occurring throughout the litigation. In light of the uncertainties of protracted litigation, and the state of the law regarding the legal positions of the Parties, the settlement amount reflects the best feasible

1 recovery for the Class Members. The settlement amount is, of course, a compromise figure. By
2 necessity it took into account risks related to liability, damages, and the defenses asserted by
3 Defendants. Moreover, each Class Member will be given the opportunity to opt-out of the Settlement,
4 allowing those who feel they have claims that are greater than the benefits they can receive under this
5 Settlement to pursue their own claims. For the **455** members of the Class, the average *gross* benefit
6 before deductions for taxes, fees, and other costs, is approximately **\$1,382.41** per class member, and the
7 estimated average *net* recovery for each Class Member is at least **\$740.29**. Given that Defendants could
8 potentially defeat certification, this is a significant sum to have achieved in settlement. Moreover, a
9 Class Member who worked a greater number of weeks for Defendants will receive a larger share of the
10 Settlement than a Class Member who worked for a shorter amount of time during the class period.

11 18. After analyzing the claims in this matter, Plaintiff has concluded that the value of this
12 Settlement is fair, adequate, and reasonable. The Class Settlement Amount of **\$629,000.00** is about 62%
13 of the **\$1,013,869.64** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the litigation.
14 On that basis, it would be unwise to pass up this settlement opportunity. This assessment is based on a
15 carefully constructed model of the current fair value of the case, using estimated risks, average wage
16 rates, numbers of employees, and the amount of time covered by the class period. While Plaintiff would
17 certainly have preferred to recover more (and Defendants would have preferred to pay less), this outcome
18 is in line with a carefully constructed estimate of the current fair value of the case. On that basis, it
19 would be unwise to pass up this settlement opportunity. The maximum calculated reasonable exposure,
20 after removing the *most* implausible or extreme estimated recoveries, is **\$3,406,574.83**, *including* PAGA
21 penalties (which, nevertheless, includes a highly optimistic view of what could be proven in this matter).
22 The risk-adjusted value of each claim, on a claim-by-claim basis, is as follows:

- 23 • A reasonably estimated exposure for unpaid wages due to regular rate issues was
24 calculated, with the assistance of an expert, to be approximately **\$1,000.00**. The value
25 contributed by this claim is negligible in the context of the overall settlement. One issue
26 underlying the claims in this matter is the fact that many of Defendants' restaurants are
operated by different ownership groups, creating the risk that differing procedures and
managerial decisions could impact violation rates significantly by location.
- 27 • A reasonably estimated exposure for unpaid wages due to off-the-clock work was
28 calculated, with the assistance of an expert, to be approximately **\$62,405.50**. However,
with the risk factor discounts for certification and liability proof, the value of that claim is
estimated by Plaintiff's counsel to be approximately **\$9,984.88**, assuming certification

probability of 40% and merits success at 40%.

- A reasonably estimated exposure for unpaid wages due to rounding was calculated, with the assistance of an expert, to be approximately **\$17,587.00**. However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$9,892.69**, assuming certification probability of 75% and merits success at 75%. This is, in the view of Class Counsel, one of the strongest claims in this matter, given the legal landscape surrounding rounding claims following the *Camp v. Home Depot* decision.
- A reasonably estimated exposure for rest break violations over the class period was calculated at **\$181,104.00**, but with chances of certification and proof of liability (20% and 20% respectively) for a risk-adjusted exposure of **\$7,244.16**. Plaintiff assumes that 100% of the Class missed one rest break per work week due to the demands of work assignments, an aggressive assumption.
- A reasonably calculated exposure for meal break violations over the class period was calculated at **\$107,684.33**, with chances of certification and liability risks (30% and 40% respectively) resulting in a risk-adjusted exposure of **\$12,922.12**. The violations were based on time records. The initial assumption for settlement valuation was that all facial violations generate liability, but it is likely that many individuals may have taken non-compliant meal periods by choice, and not as a job requirement, so even the use of facial violations does not account for employee choice. In addition, meal period waivers likely eliminate many of the facial violations.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately **\$125,645.63** and **\$464,993.29**, respectively, on maximum exposures of **\$239,325.00** and **\$885,701.50**, respectively (with certification and merits success chances of 75% and 70% respectively, based on unpaid wage claims).
- Performing risk-adjusted valuations for all claims yields a total value in the range of **\$633,849.64**, excluding PAGA.³
- PAGA penalties were calculated as having a maximum realistic exposure of **\$1,900,100.00**, but a risk adjusted value of **\$380,020.00**, after factoring in risks of reduction in penalties pursuant to Court discretion and the high risk of the inability to prove violations for all aggrieved employees.

19. The \$629,000.00 settlement here is fully supportable. Many risks are eliminated through settlement. The Judicial Council's Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 ("Second Interim Report"), at page 5, states that "less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide

³ It is difficult to assign specific percentages to future events, but it does provide a method for attempting to reduce the concept of "very high risk" or "high risk" to a quantifiable amount. Certification of a claim is a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel.

1 settlement agreement.” *See*, Second Interim Report, at 5 (emphasis added).⁴ That “*or*” is significant.
2 The certification rates identified in the study of less than 25% includes *both* contested certifications and
3 settlement certifications, which are the majority of certifications. In other words, one must assume in any
4 wage and hour class action prior to certification that a contested certification motion will have a success
5 rate of well under 25%, and probably closer to 10% as a starting point for risk evaluation. The facts of
6 each case have significant bearing on these percentages. But it cannot be disputed that certification is an
7 exceptionally difficult procedural hurdle to successfully overcome. Thus, it is not unreasonable to start
8 from the proposition that a pre-certification settlement that is 10% to 15% of the maximum plausible
9 exposure is a valid starting point for valuation. If roughly 10% of class actions are certified on a
10 contested basis, then, on average, 90% of the time a class will not be certified and the result for the class
11 is zero dollars. Here, the estimated certification probabilities are *above* the average rate at which cases
12 were certified in California over the study years, based upon data available through the California Courts
13 websites. In sum, well *under* 20% of all cases filed as proposed class actions are ultimately certified by
14 way of a *contested* motion. (*Id.*) The recovery is roughly **18%** of the maximum plausible recovery
15 (estimated to be approximately **\$3,406,574.83**, including PAGA), which falls within the expected
16 outcome under the likelihood of success metric and which compares favorably to other cases in which
17 courts have granted approval of class wage and hour settlements representing a smaller fraction of the
18 maximum theoretical damages.⁵ It would also be appropriate to evaluate the result by examining only
19 the premium wages at issue (approximately \$368,780.83, with no risk reduction), excluding penalties
20 and interest; the settlement exceeds the premium wages (unpaid wages, meal period premiums, and rest
21 break premiums) at maximum realistic exposure values.⁶ Because the total Settlement amount and the
22

23 ⁴ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last
24 viewed March 12, 2024).

25 ⁵ *See, e.g., Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-
26 00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of settlement that
represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*
(C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at *6 (granting final
approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

27 ⁶ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA
28 penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser
amount than the maximum civil penalty amount specified by this part...”), and, second, courts evaluate

1 proportion of the Settlement allocated to PAGA penalties fall within the range of what is reasonable, the
2 Settlement should be approved.

3 20. To the best of my knowledge there are no other like claims asserted or filed by Class
4 Members. To the best of my knowledge, no Class Member has refrained from bringing an action with
5 claims similar to those raised in the Action, whether in reliance on the Action or otherwise, and who
6 thus might be prejudiced by dismissal of the Action.

7 8 THE EXPERIENCE OF CLASS COUNSEL

9 21. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the
10 practice of employment and labor law for almost a decade and presently focuses exclusively on
11 plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related
12 class actions between them. The firm and its lawyers have successfully settled more than 300 class
13 action matters during that time span. The firm and its lawyers have also tried both bench and jury trials
14 (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is
15 routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA
16 representative actions) in federal and state courts in California and elsewhere, by way of motion for
17 class certification or motion for settlement approval. I personally participated in the litigation of more
18 than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters.
19 While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in
20 many hundreds of class actions.

21 22. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D.
22 from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of
23 California in June 2007 and has been an Active Member in good standing continuously since then. He
24 is a current member of the California Employment Lawyers Association (CELA).

25 23. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March
26

27 the strength of a proposed settlement without taking potential penalties or interest into consideration. *See*
28 *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA*
Logistics U.S.A., Inc., 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015).

2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is presently class counsel for many dozens of other putative wage-and-hour class and representative action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in employment-related matters, representing both plaintiffs and defendants; and been appointed lead or co-lead class counsel in numerous federal and state courts in California. The following is a list of some of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class

size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

24. Aside from myself and supervising Partner Kane Moon, attorneys who worked on this matter include Mariam Ghazaryan:

(a) Mariam Ghazaryan:

- 1) Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws.
- 2) Ms. Ghazaryan received her law degree from the Southwestern School of Law.
- 3) Ms. Ghazaryan was admitted to the California bar in December 2021.
- 4) Ms. Ghazaryan's billing rate is \$600 per hour.

25. I received my undergraduate degree from Occidental College. Graduating cum laude, I majored in economics and received a "minor" emphasis in mathematics. Along with my study of economics and mathematics, I also had an emphasis in physics. This combination of scientific and economic education has been of assistance during my litigation of complex civil actions. I received my Juris Doctor degree from the University of Southern California Law Center.

26. My experience relevant to class action litigation includes the following:

- (a) I have been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, I have participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. I emphasized litigation of wage and hour class actions beginning in 2005, but I have focused on complex litigation of different types at all times since 1999.
- (b) Dating back to 1999, some of the earliest cases in which I contributed to my then-firm's efforts as co-lead/liaison counsel include:

1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court
Lead Case No. BC130375; and,

2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court
Lead Case No. BC133643.

(c) I have litigated contested class certification motions multiple times, prevailing
on many. Examples include the following:

1) In 2023, I certified a rest break claim against SMS Transportation, in the
matter of *Beard v. SMS Transportation*. Rest break claims are notably
difficult to certify.

2) In 2023, I certified a regular rate claim against Downtown Women's
Center, in the matter of *Evans v. Downtown Women's Center*.

3) In 2018, I certified wage and hour claims against Home Depot, in the
matter of *Utne v. Home Depot*, in the United States District Court,
Northern District of California. The contested certification resulted in a
certified class of roughly 140,000 individuals.

4) In 2019, I certified a Fair Credit Reporting Act claim related to
employment background checks against Wal-Mart Stores, Inc., in the
matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District
Court, Central District of California. The contested certification
resulted in a certified class of over 5,000,000 individuals.

5) In 2018, I fully briefed a contested class certification motion in the
matter of *Harelson v. U.S. Aviation*, in the United States District Court,
Northern District of California. After certification was fully briefed, the
matter successfully settled.

6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v.*
Coldwell Banker, in the United States District Court, Central District of
California.

- 1 7) In 2012, I fully briefed a contested class certification motion, in the
2 wage and hour matter of *Gillings v. Time Warner*, in the United States
3 District Court, Central District of California. In that matter, summary
4 judgment was granted against my clients and the certification motion
5 was deemed moot. I appealed to the Ninth Circuit and obtained a
6 reversal of the District Court's decision. Upon remand, the matter
7 settled.
- 8 8) In approximately 2011, I fully briefed a contested class certification
9 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
10 Superior Court of California, County of Orange. Certification was
11 denied. The result was appealed, and a partial reversal was obtained.
- 12 9) In approximately 2008, I fully briefed a contested class certification
13 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
14 *LTD.*, Superior Court of California, County of Los Angeles.
15 Certification was denied. I appealed, handling all briefing, and, in
16 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.
17 for rev. denied, I obtained a decision directing the trial court to certify
18 the class. *Ghazaryan* is now widely cited, including by the California
19 Supreme Court, as a comprehensive source for the standards applied to
20 certification motions in California.
- 21 10) In approximately 2006, I fully briefed a contested class certification
22 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
23 *Bank*, Superior Court of California, County of Orange. Certification
24 was denied. I appealed, handling all briefing. The published opinion of
25 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
26 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
27 Certiorari related to certification due process issues.
- 28

11) In approximately 2008, I assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

(d) I have prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. I have taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals I have handled, I have participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

- 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
- 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), *pet. for rehearing and pet. for en banc rehearing den.*;
- 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), *pet. for rev. denied*;
- 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), *rev. denied, pet. for cert. denied*;
- 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), *rev. denied, pet. for cert. denied*;
- 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), *rev. denied*;
- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), *pet.*

1 for cert. denied;

2 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011)
3 (amicus counsel);

4 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB
5 No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of
6 particular note, as it is at the center of a dispute regarding the interplay
7 between the Federal Arbitration Act (FAA) and two labor relations laws,
8 the National Labor Relations Act (NLRA) and Norris-LaGuardia Act.
9 Cases highlighting that issue have been accepted by the United States
10 Supreme Court.

11 (e) I was the lead appellate author in a matter before the California Supreme Court
12 that generated substantial interest in the field of wage and hour litigation. That
13 matter, *Troester v. Starbucks Corporation*, resolved a significant issue of
14 whether, under California law, a *de minimis* defense exists to the employer's
15 obligation to pay all wages for all compensable time worked by an employee.

16 (f) I was the lead appellate counsel in a matter before the California Court of
17 Appeal (Sixth Appellate District) that generated substantial interest in the field
18 of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*,
19 held that prior jurisprudence erroneously concluded that, under California law,
20 underpayment of wages as a result of rounding of time clock punches is lawful
21 so long as the rounding was neutral on its face and as applied. *Camp* is now
22 pending before the California Supreme Court but remains citable as authority
23 pursuant to an Order of the California Supreme Court.

24 (g) In addition to my work on complex litigation matters and class actions, I have
25 authored published articles and columns on issues related to class actions and
26 other litigation issues, including:

27 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18
28 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);

- 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
- 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- 13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- 14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- 15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional*

Element in a Comprehensive Litigation Plan, ADVOCATE, April 2006;

16) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

i. *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

ii. *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)

iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

- iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- vi. *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- viii. *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- ix. *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- x. *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181

Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

27. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

- (a) In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class certification. For the specialized work on that appeal, I charged an hourly rate of \$650.00 per hour, a rate the hiring co-counsel accepted.
- (c) In the wage and hour class action *Savaglio, et al, v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from \$435 per hour for four years of experience to \$875 per hour for 51 years of experience.
- (d) The 2023-24 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge \$1,057 per hour.
<http://www.laffeymatrix.com/see.html>.⁷ That rate is derived from the Washington,

⁷Last viewed January 30, 2024.

D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 8.7% lower in Los Angeles, compared to Washington, D.C., indicating an 8.7% downward adjustment to the Laffey Matrix may be appropriate.

<https://www.bls.gov/oes/current/oes231011.htm>.⁸ However, using federal employee pay tables, federal employee wages are 0.13% higher when Los Angeles is compared to Washington, D.C., indicating almost no adjustment to the Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule>.⁹ And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 8.7% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,057. The complete Adjusted Laffey Matrix is set forth below.

- (e) The full 2023-2024 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/22-5/31/23	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057

- (f) I have been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.

- (g) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current,

⁸Last viewed January 30, 2024.

⁹ Last viewed January 30, 2024.

1 regular hourly billing rate is now \$975.00, which is below the presumptively
2 appropriate hourly rate of \$1,057 for attorneys with 20 or more years of
3 experience.
4

5 REASONABLENESS OF THE REQUESTED FEE AWARD

6 28. When this case was taken on a contingent fee basis, with the firm agreeing to assume
7 responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation,
8 Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express
9 mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures.
10 The firm took on this case, which necessarily required the firm to forego other opportunities, given finite
11 resources to devote to cases.

12 29. Because of the uncertainty of the outcome in this and other wage and hour litigation
13 undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement,
14 either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
15 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
16 class actions do not resolve successfully.

17 30. Class Counsel's experience in employment class actions was integral in evaluating the
18 strengths and weaknesses of the case against Defendants and the reasonableness of the settlement.
19 Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the
20 rapidly evolving substantive law (state and federal), as well as the procedural law of class action
21 litigation.

22 31. In the past 5 years, Moon Law Group, PC, has settled hundreds of wage & hour class
23 actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it
24 has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common
25 settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek
26 no more than one third of the settlement amount in fees. This is consistent with common practice,
27 consistent with Ninth Circuit practice, consistent with California law approving the percentage of the
28 fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503

(2016), and not inappropriate in light of the many hours expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this matter. That work includes:

- (a) Numerous interviews with the client, and review of documents provided by Plaintiff;
- (b) Legal research and investigation regarding the Defendants' practices at numerous points in the litigation;
- (c) Preparation of multiple drafts of the original class action complaint and finalization and filing of the original class action complaint;
- (d) Review of the first amended complaint, and finalization of that complaint;
- (e) Extensive "meet and confer" efforts with Defendants' counsel to obtain relevant documents and information through informal and formal discovery;
- (f) Contacting witnesses;
- (g) Review of data and documents produced by Defendants;
- (h) Analysis of the audit results and preparation of a damages model;
- (i) Research and preparation of Plaintiff's mediation brief;
- (j) Attendance at mediation;
- (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement and attachments;
- (l) Preparation of documents in support of the initial motion for preliminary approval and multiple revisions thereafter;
- (m) Supervision of the notice process; and,
- (n) Preparation of documents in support of the motion for final approval.

32. The recorded lodestar incurred by Moon Law Group, PC, is approximately **\$111,450.00** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to discovery disputes (I estimate that I did not bill for approximately 5 hours of time reviewing correspondence, reviewing mediation data, and numerous other activities, for an unbilled lodestar of approximately \$4,875). The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
H. Scott Leviant	63.2	\$975	\$61,620.00
Kane Moon	23.1	\$900	\$20,790.00
Mariam Ghazaryan	48.4	\$600	\$29,040.00
	134.7	Total:	\$111,450.00

That lodestar would be approximately \$4,875 higher if I included the estimated time that I did not include in by billing entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing formal and informal discovery and evaluating data before and after the mediation in this matter. Those efforts led to this settlement. I also anticipate that we will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, and submit a supplemental declaration for this Court's review, and preparing final accounting filings after distribution of the Settlement, for an additional lodestar of \$4,875. The fee request is **\$209,666.67**, which is 33 1/3% of the GSA, as specified in the Settlement. As we are requesting a fee of **\$209,666.67**, this represents a multiplier of just **1.72** using only the lodestar from Moon Law Group, which still falls well within of the range of commonly approved lodestar multipliers, when compared to the recorded, unbilled, and estimated future lodestar of **\$121,200.00** (even using only the billed lodestar, the multiplier is only **1.88**, just for Moon Law Group). It has long since been established that multipliers between two and four are common and reasonable for a lodestar crosscheck, the lodestar here is likely a negative multiplier when the lodestar amounts of the other Plaintiff firms are included. Given this, Plaintiff's Counsel requests an award of fees of **\$209,666.67**. The firms representing Plaintiff have entered into a written fee-sharing agreement, discussed below. Consistent with that agreement, Moon Law Group, PC, requests an award of **\$69,888.89** from the total fee award (or one-third of any other amount awarded by the Court). The Settlement also provides for the award of actual costs. Recoverable costs are capped at \$30,000.00 under the Settlement. Actual costs for Moon Law Group are **\$12,557.63**, as set forth in Exhibit "2" hereto. The other firms representing Plaintiff will document their costs separately.

THE CONTRIBUTION OF PLAINTIFF AND THE REASONABLENESS OF THE REQUESTED
INCENTIVE AWARD

33. Here, Plaintiff seeks a Service Payment of up to **\$10,000.00**. This amount is very reasonable given the risks undertaken by Plaintiff for involvement in the Action. Taking the risk of filing a lawsuit against an employer deserves recognition, especially in light of the settlement achieved by Plaintiff. Additionally, Plaintiff was actively involved in the litigation and settlement negotiations of this Action, expending considerable effort in advancing the interests of the Class. Plaintiff provided information to counsel before the filing of this matter; assisted with the settlement process (which included conferring with counsel during the preparation of Plaintiff's mediation brief); and, regularly conferred with counsel regarding the case whenever questions arose. Plaintiff's Declaration also confirms that Plaintiff was an active participant in the filing and settlement of this case.

THE THIRD-PARTY ADMINISTRATOR QUALIFICATIONS AND STATEMENT OF NO
CONFLICTS OR AFFILIATION

34. The parties have agreed that administration will be handled by a third-party administrator. In counsel's experience as class counsel in similar wage-and-hour actions with a similar number of employees, Phoenix Settlement Administrators, is fully capable of administering the settlement at a competitive and reasonable cost and should be approved by the Court to administer the settlement notice process. Phoenix Settlement Administrators was selected because it submitted a low bid in the amount of **\$12,500.00** for administration services. Phoenix Settlement Administrators has also provided declarations confirming its experience, its implementation of measures designed to protect Class Member data and Class Settlement funds, and its completion to date of notice administration. Finally, this firm has no relationship with Phoenix Settlement Administrators, other than as a client retaining a vendor of services via an arms-length transaction. We have no ownership interest in Phoenix Settlement Administrators.

EXHIBITS

35. As noted above, a true and correct copy of the CLASS ACTION AND PAGA

1 SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as **Exhibit “1.”** The
2 Settlement includes Exhibit A (the “Notice”).

3 36. Attached hereto as **Exhibit “2”** is a true and correct copy of the report of costs incurred
4 by Moon Law Group, PC, for this matter.

5 37. Attached hereto as **Exhibit “3”** is a true and correct copy of confirmation of the
6 submission of the settlement to the Department of Industrial Relations, through its online submission
7 portal.

8
9 PAGA SETTLEMENT NOTIFICATION TO DIR

10 38. Counsel for Plaintiff provided notice of the requested approval of the PAGA settlement
11 through the online submission portal.

12
13 FEE-SHARING AGREEMENT

14 39. Counsel for Plaintiff are Daily Aljian LLP (“DA”); Law Office of Daniel J. Hyun
15 (“LODH”); and Moon Law Group, PC. The firms representing Plaintiff and the Class have entered into
16 a written fee-sharing agreement. Under that agreement, two-thirds of the fee are to be paid to DA and
17 LODH; and one-third of the fees will be paid to Moon Law Group, PC.

18
19 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
20 true and correct. Executed June 19, 2024, at Los Angeles, California.

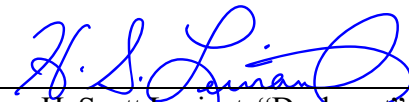
21
22 
23 H. Scott Leviant, “Declarant”

Exhibit “1”

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(Additional counsel on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

VALENTIN LOPEZ and GASPAR
 ZARAGOZA, individually, and on behalf all
 others similarly situated,

Plaintiffs,
 vs.

NEW STAR F INC. d/b/a NORTHERN CAFE,
 a California corporation; JIANG & YAN
 CORPORATION, a California corporation;
 NORTHERN CAFÉ RESTAURANT INC., a
 California corporation; WLY ENTERPRISE
 INC., a California corporation; ZYJ CORP., a
 California corporation; YZRJ CORP. a
 California corporation; THE BOWL
 RESTAURANT INC., a California corporation;
 NORTHERN CAFÉ DUMPLING HOUSE &
 BAR LLC, a California limited liability
 company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV04625
 Consolidated with Case No. 20STCV28150

CLASS ACTION

[Hon. David S. Cunningham, Dept. 11]

**CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT AND CLASS NOTICE**

Complaint filed: February 5, 2020
 Trial date: Not set

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff GASPAR ZARAGOZA (“Plaintiff”), on behalf of himself and on behalf of all persons similarly situated, and Defendants NEW STAR F INC. d/b/a NORTHERN CAFÉ, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Lopez, et al. v. New Star F Inc., et al.*, Case No.: 20STCV04625 (consolidated with Case No. 20STCV28150) initiated on February 5, 2020 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount not exceeding Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), payable from the Gross Settlement Amount, to the Administrator to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all hourly and non-exempt employees currently or formerly employed by Defendants in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all hourly and non-exempt employees currently or formerly employed by Defendants in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC, Daily Aljian LLP, and the Law Office of Daniel J. Hyun.

- 1.7. “Class Counsel Fees Payment” “”means the amount not exceeding Two Hundred Nine Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$209,666.66), payable from the Gross Settlement Amount and allocated to Class Counsel as reasonable attorneys’ fees incurred to prosecute the Action. If the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.
- 1.8. “Class Counsel Litigation Expenses Payment” means the amount not exceeding Thirty Thousand Dollars and Zero Cents (\$30,000.00), payable from the Gross Settlement Amount and allocated to Class Counsel for reimbursement of litigation expenses incurred to prosecute the Action. If the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.
- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number or Taxpayer Identification Number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) or similar database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with Mandarin, or Simplified Chinese and Spanish translations, in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement.
- The Parties, through counsel, may agree to modifications to the Class Notice required

to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.13. “Class Period” means the period from February 5, 2016 to July 19, 2023.

1.14. “Class Representative” means the Plaintiff Gaspar Zaragoza named in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the amount not exceeding Ten Thousand Dollars and Zero Cents (\$10,000.00), payable from the Gross Settlement Amount and due to Plaintiff, separate from any Individual Settlement Payment and Individual PAGA Payment, for initiating the Action and providing services in support of the Action. If the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

1.16. “Court” means the Superior Court of California, County of Los Angeles.

1.17. “Defendants” means named Defendants NEW STAR F INC. d/b/a NORTHERN CAFÉ, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC.

1.18. “Defense Counsel” means Scott K. Dauscher and Lauren S. Gafa of Atkinson, Andelson, Loya, Ruud & Romo.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.21. “Final Approval Hearing” means the Court’s hearing on the motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Six Hundred Twenty Nine Thousand Dollars and Zero Cents (\$629,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties, under Labor Code § 2699(i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for

1 Exclusion.

2 1.30. "Objection" means a Participating Class Member's timely and valid written objection
3 to the terms and conditions of this Settlement Agreement.

4 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

5 1.32. "PAGA Claims" means all claims or causes of action under PAGA that were or could
6 have been premised on the claims, liabilities, demands, causes of action, rights,
7 penalties, legal theories of relief, or obligations of any nature under the California
8 Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*) alleged in the
9 PAGA Notice to the LWDA and Defendants, and that were alleged or reasonably could
10 have been alleged based on the facts asserted in the operative complaint in the Action
11 including, but not limited to, for violations of the California Labor Code and California
12 Industrial Welfare Commission Wage Orders.

13 1.33. "PAGA Notice" means Valentin Lopez's January 31, 2020 and August 9, 2021 and
14 Plaintiff's July 19, 2020 letters to Defendants and the LWDA providing notice
15 pursuant to Labor Code § 2699.3(a).

16 1.34. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
17 worked for Defendants for at least one day during the PAGA Period.

18 1.35. "PAGA Penalties" means \$30,000, which is the total amount of PAGA civil penalties
19 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved
20 Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.

21 1.36. "PAGA Period" means the period from January 31, 2019 to July 19, 2023.

22 1.37. "Participating Class Member" means a Class Member who does not submit a valid and
23 timely Request for Exclusion from the Class portion of the Settlement.

24 1.38. "Plaintiff" means Gaspar Zaragoza, the named plaintiff in the Action.

25 1.39. "Preliminary Approval" means the Court's order granting preliminary approval of the
26 Class portion of the Settlement.

27 1.40. "Preliminary Approval Order" means the proposed order granting preliminary approval
28 of the Class portion of the Settlement.

- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43. “Released Parties” means: (1) Defendants; (2) Defendants’ respective past, present and future parent corporations, affiliates, affiliates’ companies, subsidiaries, divisions, d/b/a’s, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and former employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders, agents, both individually and in their business capacities of any of the foregoing.
- 1.44. “Request for Exclusion” means a Class Member’s timely and valid submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom the Class Notice are resent after having been returned undeliverable to the Administrator shall be extended by fifteen (15) calendar days beyond the original Response Deadline.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On February 5, 2020, Valentin Lopez commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants New Star F Inc. dba Northern Café and Jiang & Yan Corporation for failure to pay all wages, failure to pay overtime

wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violation of the Unfair Competition Law. On July 23, 2020, Plaintiff filed a Class Action Complaint alleging causes of action against Defendants for failure to pay minimum and regular wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violation of the Unfair Competition Law. On January 19, 2023, Plaintiff and Valentin Lopez filed a Fourth Amended Consolidated Class and Representative Action Complaint (“4AC”) alleging causes of action against Defendants for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violations of the Unfair Competition Law and Private Attorneys General Act of 2004 (“PAGA”). The 4AC is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged. Class Counsel will request a dismissal of Valentin Lopez pursuant to California Rules of Court, Rule 3.770.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On July 19, 2023, the Parties participated in an all-day mediation presided over by Michael Young, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff and Valentin Lopez propounded formal discovery, and obtained, through formal and informal discovery, policy documents, a sampling of Class Members’ time and payroll records, and other relevant data points and information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

1 2.5. The Court has not granted class certification.

2 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
3 any other pending matter or action asserting claims that will be extinguished or
4 affected by the Settlement.

5
6 **3. MONETARY TERMS.**

7 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below,
8 Defendants promise to pay Six Hundred Twenty Nine Thousand Dollars and Zero
9 Cents (\$629,000.00) and no more as the Gross Settlement Amount, and to separately
10 pay any and all employer payroll taxes owed on the Wage Portions of the Individual
11 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount
12 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
13 The Administrator will disburse the entire Gross Settlement Amount without asking or
14 requiring Participating Class Members or Aggrieved Employees to submit any claim as
15 a condition of payment. None of the Gross Settlement Amount will revert to
16 Defendants.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
18 the following payments from the Gross Settlement Amount, in the amounts specified
19 by the Court in the Final Approval:

20 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative
21 of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in
22 addition to any Individual Class Payment and any Individual PAGA Payment
23 the Class Representative is entitled to receive as a Participating Class Member).
24 Defendants will not oppose Plaintiff's request for a Class Representative
25 Service Payment that does not exceed this amount. As part of the motion for
26 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff
27 will seek Court approval for any Class Representative Service Payments no
28 later than 16 court days prior to the Final Approval Hearing. If the Court

1 approves a Class Representative Service Payment less than the amount
2 requested, the Administrator will retain the remainder in the Net Settlement
3 Amount. The Administrator will pay the Class Representative Service Payment
4 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
5 employee taxes owed on the Class Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
7 (1/3) of the Gross Settlement Amount, which is currently estimated to be Two
8 Hundred Nine Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents
9 (\$209,666.67), and a Class Counsel Litigation Expenses Payment of not more
10 than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not
11 oppose requests for these payments provided that they do not exceed these
12 amounts. Plaintiff and/or Class Counsel will file a Motion for Final Approval of
13 the Settlement that includes a request for the Class Counsel Fees Payment and
14 the Class Litigation Expenses Payment no later than 16 court days prior to the
15 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
16 and/or a Class Counsel Litigation Expenses Payment less than the amounts
17 requested, the Administrator will allocate the remainder to the Net Settlement
18 Amount. Released Parties shall have no liability to Class Counsel or any other
19 Plaintiff's Counsel arising from any claim to any portion any Class Counsel
20 Fees Payment and/or Class Counsel Litigation Expenses Payment. The
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel
22 Litigation Expenses Payment using one or more IRS 1099 Forms. Class
23 Counsel assumes full responsibility and liability for taxes owed on the Class
24 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
25 holds Defendants harmless, and indemnifies Defendants, from any dispute or
26 controversy regarding any division or sharing of any of these Payments.

27 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
28 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), except

1 for a showing of good cause and as approved by the Court. To the extent the
2 Administration expenses are less or the Court approves payment less than
3 \$12,500.00, the Administrator will retain the remainder in the Net Settlement
4 Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks
7 worked by all Participating Class Members during the Class Period and (b)
8 multiplying the result by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. One-third (1/3) of each
10 Participating Class Member's Individual Class Payment will be
11 allocated to settlement of wage claims (the "Wage Portion"). The Wage
12 Portions are subject to tax withholding and will be reported on an IRS
13 W-2 Form. Two-thirds (2/3) of each Participating Class Member's
14 Individual Class Payment will be allocated to settlement of claims for
15 interest and penalties (the "Non-Wage Portion"). The Non-Wage
16 Portions are not subject to wage withholdings and will be reported on
17 IRS 1099 Forms. Participating Class Members assume full
18 responsibility and liability for any employee taxes owed on their
19 Individual Class Payment.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Workweeks of Non-Participating Class
23 Members are not included in the calculation of payments to
24 Participating Class Members and therefore have no effect on the
25 calculation of Individual Class Payments paid from the Net Settlement
26 Amount.

27 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
28 Thirty Thousand Dollars and Zero Cents (\$30,000.00) to be paid from the

Gross Settlement Amount, with 75% , or Twenty Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), allocated to the LWDA PAGA Payment and 25%, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500), allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 563 Class Members who collectively worked a total of 17,000 Workweeks, and 467 Aggrieved Employees who worked a total of 5,035 PAGA Pay Periods.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need

1 access to the Class Data to effect and perform under this Agreement. Defendants have
2 a continuing duty to immediately notify Class Counsel if it discovers that the Class
3 Data omitted class member identifying information and to provide corrected or updated
4 Class Data as soon as reasonably feasible. Without any extension of the deadline by
5 which Defendants must send the Class Data to the Administrator, the Parties and their
6 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
7 resolve any issues related to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
9 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
10 taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar
11 days after the Effective Date.

12 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
13 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for
14 all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
15 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
16 Class Counsel Litigation Expenses Payment, and the Class Representative Service
17 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
18 Litigation Expenses Payment and the Class Representative Service Payment shall not
19 precede disbursement of Individual Class Payments and Individual PAGA Payments.

20 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First
22 Class U.S. Mail, postage prepaid. The face of each check shall prominently
23 state the date (not less than 180 calendar days after the date of mailing) when
24 the check will be voided. The Administrator will cancel all checks not cashed
25 by the void date. The Administrator will send checks for Individual Settlement
26 Payments to all Participating Class Members (including those for whom Class
27 Notice was returned undelivered). The Administrator will send checks for
28 Individual PAGA Payments to all Aggrieved Employees including Non-

1 Participating Class Members who qualify as Aggrieved Employees (including
2 those for whom Class Notice was returned undelivered). The Administrator
3 may send Participating Class Members a single check combining the Individual
4 Class Payment and the Individual PAGA Payment. Before mailing any checks,
5 the Settlement Administrator must update the recipients' mailing addresses
6 using the NCOA database.

7 4.4.2. The Administrator must conduct a Class Member Address Search for all other
8 Class Members whose checks are returned undelivered without a United States
9 Postal Service ("USPS") forwarding address. Within seven (7) days of
10 receiving a returned check, the Administrator must re-mail checks to the USPS
11 forwarding address provided or to an address ascertained through the Class
12 Member Address Search. The Administrator need not take further steps to
13 deliver checks to Class Members whose re-mailed checks are returned as
14 undelivered. The Administrator shall promptly send a replacement check to any
15 Class Member whose original check was lost or misplaced, requested by the
16 Class Member prior to the void date.

17 4.4.3. For any Class Member whose Individual Class Payment check or Individual
18 PAGA Payment check is uncashed and cancelled after the void date, the
19 Administrator shall transmit the funds represented by such checks to the
20 California Controller's Unclaimed Property Fund in the name of the Class
21 Member thereby leaving no "unpaid residue" subject to the requirements of
22 California Code of Civil Procedure § 384(b).

23 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
24 shall not obligate Defendants to confer any additional benefits or make any
25 additional payments to Class Members (such as 401(k) contributions or
26 bonuses) beyond those specified in this Agreement.

1 **5. RELEASES OF CLAIMS.**

2 Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
4 Members, and Class Counsel will release claims against all Released Parties as follows:

5 **5.1. Plaintiff's Release.**

6 **5.1.1. Scope of Plaintiff's Release.** In addition to the Released Class Claims,
7 Released PAGA Claims, and as a material inducement to Defendants to enter
8 into the Settlement, Plaintiff agrees to completely release and discharge
9 Defendants and the Released Parties from any and all charges, complaints,
10 claims, liabilities, obligations, promises, agreements, controversies, damages,
11 actions, causes of action, suits, rights, demands, costs, losses, debts, and
12 expenses relating to Plaintiff's employment with or work for Defendants or the
13 renumeration for or termination of such employment. ("Plaintiff's Release.")
14 Plaintiff's Release does not extend to any claims or actions to enforce this
15 Agreement, or to any claims for vested benefits, unemployment benefits,
16 disability benefits, social security benefits, workers' compensation benefits that
17 arose at any time, or based on occurrences outside the Class Period. Plaintiff
18 acknowledges that Plaintiff may discover facts or law different from, or in
19 addition to, the facts or law that Plaintiff now knows or believes to be true but
20 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
21 respects, notwithstanding such different or additional facts or Plaintiff's
22 discovery of them.

23 **5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For purposes
24 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
25 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
26 Code, which reads:

27 **A general release does not extend to claims that the creditor or**
28 **releasing party [i.e. Plaintiff] does not know or suspect to exist in**
 his or her favor at the time of executing the release, and that if

1 **known by him or her would have materially affected his or her**
2 **settlement with the debtor or Released Party [i.e. Defendants].**

3 5.2. Release by Participating Class Members: All Participating Class Members, on behalf
4 of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
6 (i) all claims that were alleged, or reasonably could have been alleged, based on the
7 Class Period facts stated in the Operative Complaint and ascertained in the course of
8 the Action including all claims for unpaid wages, including but not limited to, failure to
9 pay minimum wages, straight time compensation, overtime, and double time
10 compensation, and interest; failure to timely pay regular and final wages; failure to
11 provide meal and rest periods or provide premium pay; failure to provide accurate
12 itemized wage statements; failure to keep accurate records of wages paid and hours
13 worked; declaratory relief; unfair business practices; statutory and other penalties,
14 including recordkeeping penalties, wage statement penalties, minimum-wage penalties,
15 and waiting-time penalties; and attorneys' fees and costs. Except as set forth in Section
16 5.3 of this Agreement, Participating Class Members do not release any other claims,
17 including claims for vested benefits, wrongful termination, violation of the Fair
18 Employment and Housing Act, unemployment insurance, disability, social security,
19 workers' compensation, or claims based on facts occurring outside the Class Period.

20 5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who
21 are Aggrieved Employees are deemed to release, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, the Released Parties from all claims for PAGA penalties
24 during the PAGA Period that were alleged, or reasonably could have been alleged,
25 based on the facts stated in the Operative Complaint and the PAGA Notice and
26 ascertained in the course of the Action including, any and all claims for PAGA
27 Penalties involving any alleged unpaid wages, including but not limited to failure to
28 pay minimum wages, straight time compensation, overtime, and double time

1 compensation; failure to timely pay regular and final wages; failure to provide meal
2 and rest periods or provide premium pay; failure to provide accurate itemized wage
3 statements; failure to keep accurate records of wages paid and hours worked; and
4 attorneys' fees and costs.

5
6 **6. MOTION FOR PRELIMINARY APPROVAL.**

7 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
8 Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to
9 the extent the Court maintains such a checklist.

10 6.1. Defendants' Declaration in Support of Preliminary Approval. Within fourteen (14)
11 calendar days of the full execution of this Agreement, Defendants will prepare and
12 deliver to Class Counsel a signed declaration from Defendants and Defense Counsel
13 disclosing all facts relevant to any actual or potential conflicts of interest with the
14 Administrator, if any such actual or potential conflicts exist. Similarly, if any other
15 pending matter or action asserting claims will be extinguished or adversely affected by
16 the Settlement, Defendants shall prepare and deliver to Class Counsel a signed
17 declaration from Defendants and Defense Counsel identifying any other pending matter
18 or action asserting claims that will be extinguished or adversely affected by the
19 Settlement. Alternatively, if such other actions are filed between the execution of this
20 Agreement and the filing of the Motion for Preliminary Approval and become known
21 to Defendants and Defense Counsel, Defense Counsel will advise Class Counsel.

22 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
23 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
24 notice, and memorandum in support, of the Motion for Preliminary Approval that
25 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
26 the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed order
27 granting preliminary approval and approval of PAGA settlement; (iii) a draft proposed
28 Class Notice; (iv) a signed declaration from the Administrator attaching its "not to

1 exceed” bid for administering the Settlement and attesting to its willingness to serve;
2 competency; operative procedures for protecting the security of Class Data; amounts of
3 insurance coverage for any data breach, defalcation of funds or other misfeasance; all
4 facts relevant to any actual or potential conflicts of interest with Class Members; and
5 the nature and extent of any financial relationship with Plaintiff, Class Counsel or
6 Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and
7 competency to serve and disclosing all facts relevant to any actual or potential conflicts
8 of interest with Class Members, and the Administrator; (vi) a signed declaration from
9 each Class Counsel firm attesting to its competency to represent the Class Members; its
10 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
11 violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)),
12 this Agreement (Labor Code § 2699(l)(2)); and, (vii) all facts relevant to any actual or
13 potential conflict of interest with Class Members, and/or the Administrator. In their
14 declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other
15 pending matter or action asserting claims that will be extinguished or adversely
16 affected by the Settlement. Alternatively, if such other actions are filed between the
17 execution of this Agreement and the filing of the Motion for Preliminary Approval and
18 become known to Plaintiff and Class Counsel, Class Counsel will advise Defense
19 Counsel.

20 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
21 for expeditiously finalizing and filing the Motion for Preliminary Approval no later
22 than thirty (30) calendar days after the full execution of this Agreement; obtaining a
23 prompt hearing date for the Motion for Preliminary Approval; and for appearing in
24 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
25 responsible for delivering the Court’s Preliminary Approval Order to the
26 Administrator.

27 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods reflected in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than

fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish and Mandarin, or Simplified Chinese translations substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written Objections, challenges to Workweeks and/or pay periods, and Requests for Exclusion will be extended an additional fifteen (15) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notices are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on

whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final as to the Parties, but a Class Member whose Request for Exclusion is rejected by the Administrator may present a challenge to that

determination to the Court.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although Defendants shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or Pay Period challenge is rejected by the Administrator may present the same evidence supporting

the Workweek and/or Pay Period challenge to the Court for review. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing, the Preliminary Approval Order, the Class Notice, the Final Approval Order, and the Judgment. The Administrator will also maintain and

1 monitor an email address and a toll-free telephone number to receive Class
2 Member calls, faxes and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their
5 validity. Not later than five (5) calendar days after the expiration of the deadline
6 for submitting Requests for Exclusion, the Administrator shall email a list to
7 Class Counsel and Defense Counsel containing (a) the names and other
8 identifying information of Class Members who have timely submitted valid
9 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
10 information of Class Members who have submitted invalid Requests for
11 Exclusion; and (c) copies of all Requests for Exclusion from the Settlement
12 submitted by the Class Members (whether valid or invalid).

13 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally
15 the number of: Class Notices mailed or re-mailed, Class Notices returned
16 undelivered, Requests for Exclusion (whether valid or invalid) received,
17 objections received, and challenges to Workweeks and/or PAGA Pay Periods
18 received and/or resolved (“Weekly Report”). The Weekly Reports must include
19 provide the Administrator’s assessment of the validity of Requests for
20 Exclusion and attach copies of all Requests for Exclusion and objections
21 received. In addition to the Weekly Reports, the Administrator shall report to
22 the Parties when it has completed the initial distribution of the Individual Class
23 Payments and Individual PAGA Payments to all individuals with valid
24 addresses.

25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
26 to address and make decisions consistent with the terms of this Agreement on
27 all Class Member challenges over the calculation of Workweeks and/or PAGA
28 Pay Periods. The Administrator’s determination of each Class Member’s

1 allocation of Workweeks and/or PAGA Pay Periods shall be final as to the
2 Parties (although Defendants shall retain the right to correct erroneous Class
3 Data if subsequently discovered), but a Class Member whose Workweek and/or
4 Pay Period challenge is rejected by the Administrator may present the same
5 evidence supporting the Workweek and/or Pay Period challenge to the Court
6 for review.

7 7.8.5. Administrator's Declaration. Not later than fourteen (14) calendar days before
8 the date by which Plaintiff is required to file the Motion for Final Approval of
9 the Settlement, the Administrator will provide to Class Counsel and Defense
10 Counsel, a signed declaration suitable for filing in Court attesting to its due
11 diligence and compliance with all of its obligations under this Agreement,
12 including, but not limited to, its mailing of Class Notice, the Class Notices
13 returned as undelivered, the re-mailing of Class Notices, attempts to locate
14 Class Members, the total number of Requests for Exclusion from Settlement it
15 received (both valid or invalid), the number of written objections and attach the
16 Exclusion List. The Administrator will supplement its declaration as needed or
17 requested by the Parties and/or the Court. Class Counsel is responsible for filing
18 the Administrator's declaration(s) in Court.

19 7.8.6. Final Report by Settlement Administrator. Within ten (10) calendar days after
20 the Administrator disburses all funds in the Gross Settlement Amount, the
21 Administrator will provide Class Counsel and Defense Counsel with a final
22 report detailing its disbursements by employee identification number only of all
23 payments made under this Agreement. At least fourteen (14) calendar days
24 before any deadline set by the Court, the Administrator will prepare, and submit
25 to Class Counsel and Defense Counsel, a signed declaration suitable for filing
26 in Court attesting to its disbursement of all payments required under this
27 Agreement. Class Counsel is responsible for filing the Administrator's
28 declaration in Court.

1 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there
3 are 563 Class Members and 17,000 Total Workweeks during the Class period and (2) there were 467
4 Aggrieved Employees who worked 5,035 Pay Periods during the PAGA Period. If the number of
5 workweeks in the Class Period exceeds 17,000 by more than 10%, the Gross Settlement Amount will
6 increase by \$37 for each additional workweek over 17,000.

7
8 **9. DEFENDANTS' RIGHT TO WITHDRAW.**

9 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total
10 of all Class Members, Defendants may, but are not obligated to, withdraw from the Settlement. The
11 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or
12 effect whatsoever, and that neither Party will have any further obligation to perform under this
13 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
14 administration expenses incurred to that point. Defendants must notify Class Counsel and the Court of
15 its election to withdraw not later than seven (7) calendar days after the Administrator sends the final
16 Exclusion List to Defense Counsel; late elections will have no effect.

17
18 **10. MOTION FOR FINAL APPROVAL.**

19 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file
20 in Court, a motion for final approval of the Settlement that includes a request for approval of the
21 PAGA settlement under Labor Code § 2699(1), a Proposed final approval order and a proposed
22 Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents
23 to Defense Counsel not later than five (5) court days prior to filing the Motion for Final Approval.
24 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
25 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

26 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
27 by a Participating Class Member, including the right to file responsive documents in
28 Court no later than five (5) court days prior to the Final Approval Hearing, or as

otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses.

The Settlement, this Agreement and Parties' willingness to settle the Action will have

no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls

on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
 kmoon@moonlawgroup.com
 H. Scott Leviant (SBN 200834)
 hsleviant@moonlawgroup.com
MOON LAW GROUP, PC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

DAILY ALJIAN LLP

Justin E. D. Daily (State Bar No. 209772)
 jd@dallp.com
 Reed Aljian (State Bar No. 211010)
 ra@dallp.com
 Shelly Song (State Bar No. 312036)
 ss@dallp.com
 100 Bayview Circle, Suite 5500
 Newport Beach, CA 92660
 Telephone: 949.861.2524
 Facsimile: 949.269.6364

LAW OFFICE OF DANIEL J. HYUN

Daniel J. Hyun (State Bar No. 309184)
 dh@danielhyunlaw.com
 1100 West Town and Country Road, Suite 1250
 Orange, CA 92868
 Telephone: 949.590.4122
 Facsimile: 949.528.2596

To Defendants:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Corporation
 Scott K. Dauscher (State Bar No. 204105)
 sdauscher@aalrr.com
 Lauren S. Gafa (State Bar No. 316896)
 lauren.gafa@aalrr.com
 12800 Center Court Drive South, Suite 300
 Cerritos, CA 90703

Telephone: (562) 653-3200
Facsimile: (562) 653-3333

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

13. TRANSLATION.

13.1. To the extent Plaintiff Gaspar Zaragoza requires this Agreement to be translated to Spanish for his understanding and comprehension, Plaintiff agrees and acknowledges that this Agreement has been fully translated to Plaintiff and explained to him in Spanish by his legal counsel prior to his execution below. Plaintiff further waives any claim or defense that he failed to understand the terms and conditions of this Agreement.

13.2. En la medida en que el Demandante Gaspar Zaragoza exija esta Acuerdo se la traduzca al español, el Demandante acuerda y reconoce que esta Acuerdo ha sido traducido al Demandante y explicado al Demandante en español por su asesor legal antes de su ejecución a continuación. Por los tanto, la Demandante renuncia a cualquier reclamación o defensa de que no entendió los términos y condiciones de este Acuerdo.

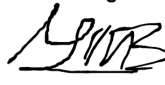
The Parties hereby execute this Settlement.

///

Plaintiff & Class Representative:

Dated: September 18, 2023

By: _____

DocuSigned by:

AACFD466A7464C5

PLAINTIFF GASPAR ZARAGOZA

Plaintiff's Counsel (approved as to form):

Dated: September 18, 2023

MOON LAW GROUP, PC

By: _____


Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff

Dated: September , 2023

DAILY ALJIAN LLP

By: _____

Justin E. D. Daily
Reed Aljian
Shelly Song

Attorneys for Plaintiff

Dated: September 14, 2023

LAW OFFICE OF DANIEL J. HYUN

By: _____


Daniel Hyun

Attorneys for Plaintiff

Defendants:

Dated: September , 2023

DEFENDANT NEW STAR F INC.

By: _____

Print Name

Signature

Title

Plaintiff & Class Representative:

Dated: September __, 2023

By: _____
PLAINTIFF GASPAR ZARAGOZA

Plaintiff's Counsel (approved as to form):

Dated: September __, 2023

MOON LAW GROUP, PC

By: _____
Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff

Dated: September 14, 2023

DAILY ALJIAN LLP

By: Justin Daily
Justin E. D. Daily
Reed Aljian
Shelly Song

Attorneys for Plaintiff

Dated: September 14, 2023

LAW OFFICE OF DANIEL J. HYUN

By: [Signature]
Daniel Hyun

Attorneys for Plaintiff

Defendants:

Dated: September __, 2023

DEFENDANT NEW STAR F INC.

By: _____
Print Name

Signature

Title

Plaintiff & Class Representative:

Dated: September __, 2023

By: _____
PLAINTIFF GASPAR ZARAGOZA

Plaintiff's Counsel (approved as to form):

Dated: September __, 2023

MOON LAW GROUP, PC

By: _____
Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff

Dated: September __, 2023

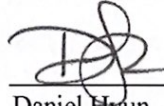
DAILY ALJIAN LLP

By: _____
Justin E. D. Daily
Reed Aljian
Shelly Song

Attorneys for Plaintiff

Dated: September 14, 2023

LAW OFFICE OF DANIEL J. HYUN

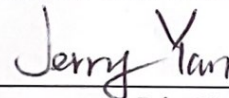
By:  _____
Daniel Hyun

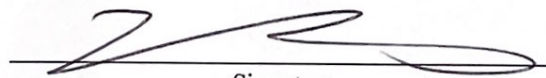
Attorneys for Plaintiff

Defendants:

Dated: September 22, 2023

DEFENDANT NEW STAR F INC.

By:  _____
Print Name

 _____
Signature

CEO _____
Title

1 Dated: September 22, 2023

DEFENDANT JIANG & YAN CORPORATION

2 By: Jerry Yan
3 Print Name

4 [Signature]
5 Signature

6 CEO
7 Title

8 Dated: September 22, 2023

DEFENDANT NORTHERN CAFÉ RESTAURANT INC.

9 By: QUAN REN
10 Print Name

11 [Signature]
12 Signature

13 CEO
14 Title

15 Dated: September 21, 2023

DEFENDANT WLY ENTERPRISE INC.

16 By: WADUANG
17 Print Name

18 [Signature]
19 Signature

20 CEO
21 Title

1 Dated: September 22, 2023

DEFENDANT ZYJ CORP.

2 By: Jerry Yan
3 Print Name

4 [Signature]
5 Signature

6 CEO
7 Title

8 Dated: September 22, 2023

DEFENDANT YZRJ CORP.

9 By: QUAN REN
10 Print Name

11 [Signature]
12 Signature

13 CEO
14 Title

15 Dated: September 21, 2023

DEFENDANT THE BOWL RESTAURANT INC.

16 By: Chuan Long
17 Print Name

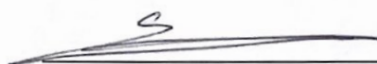
18 [Signature]
19 Signature

20 CEO
21 Title

1 Dated: September 21, 2023

DEFENDANT NORTHERN CAFÉ DUMPLING
HOUSE & BAR LLC

2
3 By: Xue Mei Ren
4 Print Name

5 
6 Signature

7 CEO
8 Title

9 **Defendants' Counsel (approved as to form):**

10 Dated: September 25, 2023

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

11
12 By: 
13 Scott K. Dauscher
14 Lauren S. Gafa

Attorneys for Defendants

Exhibit “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

Lopez, et al. v. New Star F Inc., et al.

Los Angeles Superior Court, Case No. 20STCV04625
(consolidated with Case No. 20STCV28150)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against NEW STAR F INC. d/b/a NORTHERN CAFÉ, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC (who will be collectively referred to in this Notice as “Defendants”) for alleged wage and hour violations. The Action was filed by Defendants’ former employee GASPAR ZARAGOZA (“Plaintiff”) and seeks payment of (1) back wages, meal and rest period premiums, and wage statement and waiting time penalties as well as remedies under California’s Unfair Competition Law for a class of hourly, non-exempt employees (“Class Members”) who were employed by Defendants during the Class Period (February 5, 2016 to July 19, 2023); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, non-exempt employees who were employed by Defendants during the PAGA Period (January 31, 2019 to July 19, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, your Individual Class Payment is estimated to be \$_____ (subject to wage withholdings) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked** _____ **workweeks** during the Class Period and **you worked** _____ **pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected, depending upon whether or not you take any actions in response to this Notice. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff, Plaintiff’s attorneys (“Class Counsel”), and the Class. If the Court finally approves the Settlement, it will enter a judgment that requires Defendants to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing that you wish to exclude yourself. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however,

preserve your right to personally pursue wage claims arising during the Class Period against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement and will receive an Individual PAGA Payment even if you submit a Request for Exclusion.

**Defendants will not retaliate against you for
any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but you can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____, at ____ a.m. / p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all minimum, straight time, overtime, and double time wages, provide lawful meal and rest breaks, provide accurate wage statements, and pay all wages due upon separation. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented in the Action by the attorneys of Moon Law Group, PC, Daily Aljian LLP, and Law Office of Daniel J. Hyun (collectively “Class Counsel.”). The contact information for Class Counsel is in **Section 9** of this Notice.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is/are correct on the merits. During the lawsuit, however, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (*i.e.*, to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$629,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$209,666.66 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only amount Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$12,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$22,500.00) and 25% in Individual PAGA Payments (\$7,500.00) to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions, and the Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to interest, and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion.). The Individual PAGA Payments are treated as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms, to the extent required by law.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the money represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [OPT OUT DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [OPT OUT DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the facts alleged in the Action.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks,

Aggrieved Employee challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants, the Released Parties, or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including all claims for unpaid wages, including but not limited to, failure to pay minimum wages, straight time compensation, overtime, and double time compensation, and interest; failure to timely pay regular and final wages; failure to provide meal and rest periods or provide premium pay; failure to provide accurate itemized wage statements; failure to keep accurate records of wages paid and hours worked; declaratory relief; unfair business practices; statutory and other penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs ("Released Claims"). The Released Claims expressly exclude any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants and Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including Participating Class Members and Non-Participating Class Members who opted-out of the Class portion of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants, Released Parties, or related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

11. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims for PAGA Penalties involving any alleged unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime, and double time compensation; failure to timely pay regular and final wages; failure to provide meal and rest periods or provide premium pay; failure to provide accurate itemized wage statements; failure to keep accurate records of wages paid and hours worked; and attorneys' fees and costs.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class

Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks that you were employed by Defendants during the Class Period and the number of PAGA Pay Periods that you were employed by Defendants during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [OPT OUT DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on their records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Lopez, et al. v. New Star F Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV04625, and include your identifying information (full name, present address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [OPT OUT DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [FINAL APPROVAL HEARING DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount

Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view information about the Final Approval Hearing and this Class Notice on the Administrator's Website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [OPT OUT DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Lopez, et al. v. New Star F Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV04625 and include your name, current address, telephone number, and approximate dates of employment with Defendants, and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [**FINAL APPROVAL HEARING DATE**] at _____ a.m. / p.m. in Department 11 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement is to contact Class Counsel identified below. Information about the Final Approval Hearing, this Class Notice, and the Judgment will be available on the Administrator's website at _____ (url) _____. You can also consult the Superior Court website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and enter the Case Number for the Action, Case No. 20STCV04625. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

MOON LAW GROUP, PC

Kane Moon

kmoon@moonlawgroup.com

H. Scott Leviant

hsleviant@moonlawgroup.com

Mariam Ghazaryan

mghazaryan@moonlawgroup.com

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100 Bayview Circle, Suite 5500

Newport Beach, CA 92660

Telephone: 949.861.2524

LAW OFFICE OF DANIEL J. HYUN

Daniel J. Hyun

dh@danielhyunlaw.com

1100 West Town and Country Road, Suite 1250

Orange, California 92868

Telephone: (949) 590-4122

Settlement Administrator: Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit “2”

Date	Description	Expense
7/22/2020	LWDA PAGA Violation Notice	\$ 75.00
7/22/2020	Complaint fee - Complex Case	\$ 1,435.00
7/22/2020	Case Management Database Initiation Fee	\$ 750.00
9/1/2020	DDS - Attorney Service	\$ 103.90
9/1/2020	DDS - Attorney Service	\$ 103.90
9/1/2020	DDS - Attorney Service	\$ 103.90
9/1/2020	DDS - Attorney Service	\$ 103.90
9/1/2020	DDS - Attorney Service	\$ 106.67
9/1/2020	DDS - Attorney Service	\$ 118.90
9/1/2020	DDS - Attorney Service	\$ 103.90
9/1/2020	DDS - Attorney Service	\$ 29.95
9/1/2020	DDS - Attorney Service	\$ 29.95
9/28/2020	DDS - Attorney Service	\$ 29.95
10/1/2020	DDS - Attorney Service	\$ 99.95
10/1/2020	DDS - Attorney Service	\$ 267.75
10/1/2020	LA Court Connect	\$ 15.00
10/26/2020	DDS - Attorney Service	\$ 59.95
11/13/2020	Ace - Attorney Service	\$ 47.25
11/13/2020	Ace - Attorney Service	\$ 21.50
11/17/2020	Ace - Attorney Service	\$ 52.00
11/16/2020	LA Court Connect	\$ 15.00
11/30/2020	LA Court Connect	\$ 15.00
12/7/2020	Ace - Attorney Service	\$ 107.75
1/11/2021	Case Anywhere	\$ 99.60
1/27/2021	Ace - Attorney Service	\$ 11.75
1/27/2021	LA Court Connect	\$ 15.00
1/27/2021	LA Court Connect	\$ 15.00
3/4/2021	Ace - Attorney Service	\$ 44.50
4/5/2021	Case Anywhere	\$ 138.00
4/5/2021	Case Anywhere	\$ 138.00
7/5/2021	Case Anywhere	\$ 120.00
10/5/2021	Case Anywhere	\$ 120.00
1/5/2022	Case Anywhere	\$ 120.00
4/7/2022	Case Anywhere	\$ 120.00
7/29/2022	Case Anywhere	\$ 120.00
10/11/2022	Case Anywhere	\$ 120.00
1/5/2023	Case Anywhere	\$ 126.00

6/7/2023	Mediation Fee - MLG Share	\$	4,375.00
4/15/2023	Case Anywhere	\$	222.00
12/29/2022	LASC Service Charge	\$	2.25
7/26/2023	LASC Service Charge	\$	7.26
8/22/2023	Case Anywhere	\$	120.00
10/9/2023	Case Anywhere	\$	126.00
10/22/2023	Berger Consulting Group - Data Analysis	\$	2,180.00
10/23/2023	LASC Service Charge	\$	7.26
10/20/2023	LASC Service Charge	\$	7.26
11/3/2023	LASC Service Charge	\$	7.26
11/8/2023	LASC Service Charge	\$	7.26
11/22/2023	Ace - Attorney Service	\$	46.75
11/27/2023	Motion for preliminary approval filing fee	\$	68.91
12/12/2023	Ace - Attorney Service	\$	156.50
4/3/2024	Case Anywhere	\$	120.00

Moon Law Group Total Costs: **\$ 12,557.63**

Exhibit “3”



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Howard

Your Last Name *

Leviant

Your Email Address *

hsleviant@moonlawgroup.

Your Street Name, Number and Suite/Apt *

725 S. Figueroa St., 31st F

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

(213) 232-3128

Your State *

California

Your Zip/Postal Code *

90017

Court *

Los Angeles Superior Court

Court Case Number *

20STCV04625

Hearing Date (if any)

07/17/2024

Hearing Time

10:00 a.m.

Hearing Location

312 N. Spring Street, Los Angeles

Number of aggrieved employees *

408

Gross settlement amount *

629000

Gross penalty amount *

30000

Penalties to LWDA *

22500

Date of proposed settlement *

09/22/2023

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File NORTHERN CALIFORNIA with EXH.pdf

Other Attachment (if any)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: [DIR PAGA Unit](#)
To: [Scott Leviant](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, June 19, 2024 2:52:43 PM

06/19/2024 02:52:22 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZsteaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=IXCmyl3byG1isrJFhrQMvufIMBH4jmyD5Aqlvnn2tTw&m=9rTt3Xl7R8Fyr0DJm5mrOP4ZxglE4fRAq3ynoUB2I-r_oXThlLtdcjYcUQjX55cS&s=J-TEQeA4ug00eM745mJ6-jhjw1V3ktJkutPwiDc2d4U&e=

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

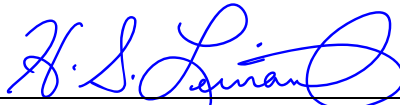
Atkinson, Andelson, Loya, Rudd & Romo
Scott Dauscher, Esq. (sdauscher@aalrr.com)
Lauren Gafa, Esq. (lauren.gafa@aalrr.com)
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Phone: (562) 653-3200
Fax: (562) 653-3333

Attorneys for Defendants

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 24, 2024** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature