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individually, and on behalf of all other similarly situated employees

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**

MARIA DE JESUS ROMERO, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

MARUCHAN, INC., a California corporation,
EMPLOYBRIDGE, LLC, a California
corporation, REAL TIME STAFFING
SERVICES, LLC, a California corporation and
DOES 1-50, inclusive,

Defendants.

CASE NO.:30-2020-01155487-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX101

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF PLAINTIFF
ROMERO'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: April 27, 2023
Hearing Time: 2:00 p.m.
Department: CX101

Complaint Filed: August 17, 2020
Trial Date: None Set

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF PLAINTIFF
ROMERO'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson Law, A Professional Law Corporation, attorney of record for Plaintiff
3 Maria De Jesus Romero (referred to herein as “Plaintiff”). I have personal knowledge of
4 everything stated below and could and would competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiff’s motion for preliminary approval of class
6 action settlement. A true and correct copy of the fully executed Stipulation for Class Action
7 Settlement is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Maria De Jesus Romero (“Ms. Romero”) and
9 determined she was a suitable plaintiff based upon her experience of being subjected to
10 Defendant’s purported Labor Code violations and her concern to hold the Defendants
11 accountable for any alleged liability for such violations. By initiating this lawsuit against a
12 former employer, Ms. Romero has subjected herself to reputational risk. Throughout the course
13 of this litigation, Ms. Romero assisted this office in preparing the complaint. Ms. Romero also
14 made herself available on an “on call” basis to answer any questions regarding the case and
15 approve any settlement. Ms. Romero also continuously provided my office with updated
16 information concerning the Defendants’ business operations.

17 4. On August 17, 2020, Maria De Jesus Romero filed claims alleging violations regarding
18 (1) meal breaks; (2) rest breaks; (3) claim for failure to pay timely wages upon termination; (4)
19 accurate wage statements; (5) claim for necessary business expenses; (6) unlawful business
20 practices. On November 20, 2020, Plaintiff amended its Complaint to add a violation of the
21 California Private Attorney General Act. On March 4, 2021, Plaintiff filed a second amended
22 complaint which is the operative complaint.

23 5. During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis
24 based on the information revealed. Calculations were performed, as well as an analysis of the
25 risks and rewards of continued litigation.
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1 6. In December 16, 2020, Plaintiff served formal discovery on Defendants. The parties
2 continued to engage in discovery and ultimately agreed to exchange informal discovery in
3 preparation for a mediation. After the parties negotiated the scope of informal discovery, the
4 parties agreed to engage a mediator Jeffrey A. Ross, Esq. Before mediation, it was agreed that
5 Defendant produce a 20% sampling of the payroll records for the class, handbooks, relevant
6 wage and hour policies and pay data for the class. After Defendant produced the requested
7 sampling and documentation, Plaintiff retained an expert to analyze these records. I reviewed the
8 wage and hour policies and payroll data and worked with the expert to perform a report that
9 allowed the party to analyze the purported violations of the Defendant, shift counts, pay periods,
10 number of aggrieved employees and policies and procedures and how they apply to the data.
11 This information allowed Plaintiff to evaluate the claims in preparation for mediation. The
12 parties engaged in a full day mediation on February 1, 2022 with Jeffrey A. Ross, Esq. that
13 ultimately resulted in ongoing negotiations for over a month that ultimately settled through a
14 mediator's proposal. Thereafter, the parties executed a long form settlement agreement. Plaintiff
15 also took into account the uncertainty and risk of the outcome of further litigation, and the
16 difficulty and delays inherent in such litigation. Plaintiff and Counsel also considered the
17 burdens of proof necessary to establish liability of the claims asserted in the case, both generally
18 and in response to Defendants' defenses, and the difficulties in establishing penalties, and other
19 relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining the
20 cooperation of PAGA Members who are current employees, given their likely reluctance to aid
21 in the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and
22 PAGA Counsel determined that the Settlement set forth in the Agreement is fair, adequate, and
23 reasonable and is in the best interests of the PAGA Members.
24

25 7. Throughout the litigation, my office performed a thorough investigation into the claims at
26 issue, which included: (1) determining Plaintiff's suitability as a class representative, private
27 attorney general through interviews, background investigations, and analyses of her employment
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1 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
2 researching similar class claims and PAGA actions as to the claims brought, the nature of the
3 positions, and the type of employer; (4) analyzing a sample of employees' time and wage
4 records; (5) reviewing Defendant's employment policies and practices; (6) researching
5 settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendant's liability
6 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
7 mediation.

8 8. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, I can
9 opine that the Settlement, for the consideration and on the terms set forth in the Settlement
10 Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in light of
11 all known facts and circumstances, including the risk of significant delay and uncertainty
12 associated with litigation, and various defenses asserted by Defendant. Based upon review of the
13 payroll documents, below is the analysis of the alleged Labor Code violations segmented byway
14 of factual predicates to support Labor Code violations.
15

16 9. Counsel for both Plaintiff and Defendant (collectively referred to herein as the "Parties")
17 engaged in significant discovery. Counsel for Plaintiff obtain thousands of excel data points
18 and/or documents reflecting the class members time data records, pay records, wage and hour
19 policies, wage statements, clock-in and clock-out data, payroll records and payroll data. Through
20 this discovery, it was determined that there were approximately 18,375 workweeks through the
21 class period. As part of this analysis, the method of calculation for the damages for class
22 members comprised of creating a data rubric, retaining an expert, reviewing the data and
23 reviewing the time records and extrapolating the records to the class members.
24

25 **Overtime Wage Claims**

26 10. Plaintiff's premise based upon this claim was that class members would get paid for all
27 hours worked during pre-shift pre-preparation. Based upon analyzing the time data, we
28

determined approximately 18,375 workweeks multiplied by 10 minutes of unpaid overtime work time for each employee per workweek equates to 15,312.50 of unpaid hours (918,750 minutes/60) of unpaid work time equating to \$299,053.13 of unpaid overtime wages (\$19.53 overtime rate*15,312.50 hours). We applied a discount factor of 80% to account for the lack of documentation, the material dispute regarding the amount of time spent off-the clock, and risks on the merits amounting to \$59,810.63 as a reasonable estimate.

Minimum Wage Claims

11. Plaintiff's premise based upon this claim was that class members would get paid for all hours worked during pre-shift pre-preparation. Based upon analyzing the time data, we determined approximately 18,375 workweeks multiplied by 10 minutes of unpaid minimum wage time for each employee per workweek equates to 15,312.50 of unpaid hours (918,750 minutes/60) of unpaid work time equating to \$199,368.75 of unpaid overtime wages (\$13.02 minimum wage rate*15,312.50 hours). We applied a discount factor of 80% to account for the lack of documentation, the material dispute regarding the amount of time spent off-the clock, and risks on the merits amounting to \$39,873.75 as a reasonable estimate.

Meal Break Claims

12. Plaintiff's premise based upon this claim was that class members would get meal breaks after the fifth hour or short meal breaks in violation of California Labor Code section 226.7. Based upon the data and analysis, it was determined that approximately 18,375 workweeks contained 84,893 meal break violations with 92% of these violations occurring for shifts between ten and twelve hours as to the second meal break. With an average hourly rate of \$13.02 estimated to be \$1,105,306.86. We applied a discount factor of 75% to account for the risks on the merits, including the issues of waiver for second meal breaks amounting to \$276,326.72 as a reasonable estimate.

Rest Break Claims

13. Plaintiff alleged itself, aggrieved employees and class members were not able to take

1 all entitled 10-minute duty-free rest breaks pursuant to California Labor Code sections 226.7.
2 (See Cal. Lab. Code sections 226.7.) Based upon the data and analysis, it was determined that
3 approximately 18,375 workweeks contained rest break violations occurred with an average
4 hourly rate of \$13.02 estimated to be \$239,242.50. We applied a discount factor of 75% to
5 account for the lack of documented rest break violations and risks on the merits amounting to
6 \$47,848.50 as a reasonable estimate.

7 **Unpaid Wages Upon Termination Claims**

8 14. Plaintiff alleged itself, aggrieved employees and class members were not compensated all
9 wages due upon termination pursuant to California Labor Code sections 203. (See Cal. Lab.
10 Code sections 203.) Defendants would owe 30 days of average daily wages (inclusive of
11 overtime) at the time of separation if employees did not receive all wages owed at the time
12 pursuant to Labor Code sec. 201-203, and if defendant's failure to pay wages was willful. It was
13 analyzed that approximately 331 employees were terminated during the class period that could
14 potentially be entitled to wages upon termination that were subjected to off-the-clock work, meal
15 and rest period violations which amounting to \$1,034,308 (331 * 8 hours* \$13.02 *30 days). We
16 applied a discount factor of 50% to account for the risks on the merits amounting to \$517,154 as
17 a reasonable estimate.

18 **Wage Statements Claims**

19 15. Plaintiff alleged itself, aggrieved employees and class members were not provided with
20 accurate, itemized wages statements pursuant to California Labor Code sections 226(a). (See
21 Cal. Lab. Code sections 226(a).) Labor Code section 226(a) requires that each payment of wages
22 be accompanied by a wage statement, a paystub, that contains, among other things, in other
23 words of the statute, "accurate" statement of the "gross wages earned" and "total hours worked."
24 Given bi-weekly pay periods, and assuming that each employee experienced at least one
25 violation per pay period (during the relevant six-month time period of the purported minimum
26 wage and overtime violations) each pay period during the year prior to the filing of the case. This
27 claim is derivative as Plaintiff would have to prevail on the underlying claims and establish that
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1 wages are owed in order to trigger wage statement penalties under Lab. Code. Sec. 226.
2 Significantly, Lab Code sec. 226 requires that any omissions from wage statements be “knowing
3 and intentional” to trigger penalties and even if Plaintiff can establish that missing information
4 should have been included, the disputed nature of the claims will potentially be a hurdle in
5 establishing intent. It was analyzed that 18,375 workweeks were subjected to potential wage
6 statement violations based upon off-the-clock work, meal break or rest break violations that
7 could potentially be entitled to wage statement violations amounting to \$1,837,500. We applied a
8 discount factor of 50% to account for the risks on the merits amounting to \$918,750 as a
9 reasonable estimate.

10 **Unlawful Business Practices Claims**

11 16. Plaintiff alleged itself, aggrieved employees and class members were subjected to
12 unlawful business practices for the alleged labor code violations of Defendant. (See Cal. Bus.
13 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
14 extend any statute of limitations claims for the wage and hour claims and the value of this claim
15 is incorporated into the value of the wage and hour claims.

16 **Private Attorney General Act Claims**

17 17. PAGA adds penalties of at least \$100 for each aggrieved employee per pay period in
18 which a Labor Code violation exists. Despite a shorter limitations period than for the asserted
19 class claims, PAGA penalties can be significant. To be able to collect PAGA penalties, Plaintiff
20 would have to prevail on the merits of the underlying claims and weaknesses there, as elaborated
21 above, would limit recovery under PAGA. Moreover, the trial court has discretion in reducing
22 civil penalty “amount based on facts and circumstances of a particular case, to do otherwise,
23 would result in an award that is unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code
24 Sec. 2699(e)(2).

25 **Minimum Wage Claims**

26 18. We estimated approximately 8,239 pay periods contained minimum wage violations.
27 When attaching \$100 per pay period, the maximum PAGA exposure is \$823,000.
28

1 **Overtime Wage Claims**

2 19. We estimated approximately 8,239 pay periods contained overtime wage violations.
3 When attaching \$100 per pay period, the maximum PAGA exposure is \$823,000.

4 **Meal Break Claims**

5 20. It was determined that meal break violations amounted to 7,662 pay periods during the
6 PAGA period. When attaching \$100 per pay period, the maximum PAGA exposure is \$766,200.

7 **Rest Break Claims**

8 21. It was determined that rest break violations amounted to 8,239 pay periods during the
9 PAGA period. When attaching \$100 per pay period, the maximum PAGA exposure is \$823,000.

10 **Wage Statements Claims**

11 22. According to our expert analysis, there would be approximately 8,239 pay periods
12 subjected to wage statement violations. When attaching \$100 per pay period, the maximum
13 PAGA exposure is \$823,000.

14 **Unpaid Wages Upon Termination Claims**

15 23. For failure to pay upon termination claims, 331 employees whom were subjected to either
16 wage violations, meal or rest break violations would be entitled to seek penalties under
17 California Labor Code section 203. When attaching \$100 per 203 violation, this amount equates
18 to \$33,100.

19 **Total PAGA Exposure:**

20 24. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
21 penalties “based on the facts and circumstances of a particular case” when “to do otherwise
22 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code
23 § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
24 employees suffered actual injury from the violations, whether the defendant was aware of the
25 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30
26 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see*
27 *also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,

No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or 0.21% of the maximum—and stated that this reduction was warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also* *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

25. Here, the total PAGA penalties are estimated at \$4,091,300. We discounted this exposure analysis by approximately 90% to account for the court’s discretion to reduce penalties and the value of the class action settlement. Considering the issues, defenses, and the risks of reduction, a \$409,130 risk evaluation is appropriate and a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action settlements, courts have approved settlements where no allocation was made to PAGA claims. (*see, e.g.*

1 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse its
2 discretion in approving a settlement which does not allocate any damages to the PAGA
3 claims.”).

4 26. In extrapolating the evaluation of all claims, the reasonable estimate of damages and
5 penalties amount to \$2,268,893.60.

6 27. On February 1, 2022, the Parties participated in a full-day mediation with Jeffrey A.
7 Ross, Esq. whom is a premier wage and hour class action mediator. After weeks and several
8 rounds of negotiations, the parties were not able to resolve this case into the afternoon. As a
9 result of the impasse, Jeffrey A. Ross, Esq. configured a mediator’s proposal that was ultimately
10 accepted by all parties. Plaintiff made herself available for the entire duration of the mediation
11 providing necessary information in order to engage in effective negotiations.

12 28. I have been a California licensed attorney since November 2011. I began my career in
13 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
14 Resolution Corporation (“PLDRC”) handling employment related litigation matters. While
15 clerking for PLDRC I analyzed and organized discovery documents and researched employment
16 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
17 worked as an associate attorney at Pedersen McQueen between March 2013 through January
18 2017 almost exclusively engaging in employment matters representing employees. I have
19 litigated several wage and hour case to trial and currently litigating or have litigated cases valued
20 in the six and seven figure dollar range, including representative actions. I had primary
21 responsibility for approximately 20 litigation matters on average throughout my employment at
22 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
23 sometimes federal court. As an associate, my responsibilities included carrying primary case
24 responsibility which includes tasks like taking depositions, conducting damages analysis,
25 analyzing discovery documents, conducting client intake, developing discovery and litigation
26 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF PLAINTIFF
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1 preparation and trial work, as well as other responsibilities that commonly coincide with
2 managing cases from start to finish. I have been a member of local bar associations, including
3 the Orange County Bar Association, as well as the State Bar of California and American Bar
4 Association and served in a number of leadership roles at all levels. Most notably, I served as a
5 Committee Member of the Orange County Bar Association Young Lawyers' Education
6 Committee and Social Committee.

7 29. In January 2017, I officially started my own practice Jackson Law, APC. Throughout my
8 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or
9 class action cases pending litigation, pending settlement, settlement or trial. Over the course of
10 my career. Based upon my experience, I believe the benefit conferred by the proposed
11 Settlement is eminently fair and reasonable, and is in the best interests of the Class Members
12 because (1) of the monetary benefits to the Class Members and (2) avoiding the risk, delay, and
13 uncertainty of continued litigation.
14

15 30. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney
16 General Act notice sent to Defendant on August 21, 2020.

17 31. On March 24, 2023, my office submitted a true and correct copy of the operative fully
18 executed Stipulation for Class Action Settlement for this matter to the California Labor and
19 Workforce Development Agency. A true and correct copy of the confirmation of the submission
20 of the operative fully executed Stipulation for Class Action Settlement submitted to the
21 California Labor and Workforce Development Agency is attached hereto as **Exhibit C**.

22 32. To date, the California Labor and Workforce Development Agency has not responded.

23 33. Jackson Law, APC advanced 100% of all costs for this matter.

24 34. Below is a list of prior wage and hour representative actions on which I have served as
25 lead or co-counsel.

26 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015
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1 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
2 Case No. 37-2017-00003415-CU-OE-CTL

3 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
4 WT-CLT

5 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
6 Case No. 30-2017-00899277-CU-OE-CXC

7 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior
8 Court, Case No. BC697241

9 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
10 Case No. CIVDS1610431

11 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court,
12 Case No. 30-2017-00899290-CU-OE-CXC

13 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
14 No. 30-2016-00895669-CU-OE-CXC

15 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
16 BC609306

17 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
18 Superior Court, Case No. BC691018

19 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
20 Case No. BC715217

21 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
22 30-2016-00854699-CU-OE-CXC

23 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
24 Case No. 30-2018-00989673-CU-OE-CXC

25 14. *Romero v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
26 No. 30-2016-00840385-CU-OE-CJC

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- 1 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
2 Case No. 30-2018-00978231-CU-WT-CJC
- 3 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
4 Case No. 30-2017-00900653-CU-OE-CJC
- 5 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
6 Case No. BC635918
- 7 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
8 Court, Case No. BC674131
- 9 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
10 Case No. 30-2016-00840321-CU-OE-CJC
- 11 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
12 BC617880
- 13 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
14 No. 30-2016-00840386-CU-OE-CJC
- 15 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
16 2015-00795449-CU-OE-CJC
- 17 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
18 Case No. 30-2018-00979111-CU-OE-CXC
- 19 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
20 No. 30-2017-00900648-CU-OE-CXC
- 21 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
22 No. 8:19-cv-00564
- 23 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
24 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 25 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
26 Case No. 30-2016-00877489-CU-OE-CXC
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- 1 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
2 Case No. 30-2018-00978815-CU-OE-CXC
- 3 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
4 BC653817
- 5 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
6 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 7 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
8 Case No. 30-2017-00904202-CU-OE-CXC
- 9 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
10 Case No. 30-2018-00966582-CU-WT-CXC
- 11 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 12 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
13 Case No. BC710735
- 14 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
15 Case No. 30-2015-00795457-CU-OE-CJC
- 16 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
17 Case No. BC710736
- 18 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
19 Case No. 30-2018-00981299-CU-OE-CXC
- 20 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
21 Case No. BC722778
- 22 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
23 No. 30-2018-00982745-CU-OE-CXC
- 24 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
25 Case No. 8:18-cv-02249-AG (ADSx)
- 26 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
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1 Case No. 30-2018-00971152-CU-WT-CJC

2 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,

3 Case No. SACV19-00303 ODW (MAAx)

4 43. *Aguirre v. Shelfmaster et al*, Orange County Superior Court, 30-2015-00787557-CU-
5 OE-CJC

6 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

7 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,

8 Case No. BC646999
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10 I declare under the penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed on this 30th day of March 2023 in Irvine, California.
12

13 /s/ Armond M. Jackson
14 Armond M. Jackson, Declarant
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EXHIBIT A

1 SEYFARTH SHAW LLP
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2 E-mail: thix@seyfarth.com
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12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF ORANGE
15

16 MARIA DE JESUS ROMERO, as an individual
and on behalf of others similarly situated
17 employees,

18 Plaintiff,

19 v.

20 MARUCHAN, INC., a California corporation,
EMPLOYBRIDGE, LLC, a California
21 corporation, REAL TIME STAFFING
SERVICES, LLC, a California corporation and
22 DOES 1-50, inclusive,

23 Defendants.
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27
28

Case No. 30-2020-01155487-CU-OE-CXC

Assigned to the Hon. Peter J. Wilson;
Dept. CX-102

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

Action Filed: August 17, 2020
SAC Filed: March 4, 2021
Trial Date: None Set

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1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Agreement”) is made
2 and entered into between: (1) Plaintiff Maria De Jesus Romero, individually and on behalf of the State
3 of California, and all current and former non-exempt or hourly employees deployed by Defendant
4 EmployBridge, LLC and/or Defendant Real Time Staffing Services, LLC to work at Defendant
5 Maruchan, Inc.’s facility located at 1902 Deere Avenue, Irvine, California, 92606 at any time between
6 August 17, 2016 to April 30, 2022; (2) Defendant EmployBridge, LLC; (3) Defendant Real Time
7 Staffing Services, LLC; and (4) Defendant Maruchan, Inc. (collectively, the “Parties”), subject to
8 approval from the Court as provided below.

9 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and
10 settle the Action (as defined below) and the Released Claims (as defined below), upon and subject to the
11 terms and conditions hereof, as follows:

12 1. DEFINITIONS

13 For purposes of this Agreement only, the following terms shall be defined as set forth below:

14 1.1. **“Action”** refers to the civil action entitled *MARIA DE JESUS ROMERO, as an*
15 *individual and on behalf of others similarly situated employees v. MARUCHAN, INC., a California*
16 *corporation, EMPLOYBRIDGE, LLC, a California corporation, REAL TIME STAFFING SERVICES,*
17 *LLC, a California corporation and DOES 1-50, inclusive*, filed as Case No. 30-2020-01155487-CU-OE-
18 CXC in the Superior Court of the State of California for the County of Orange. The Action was filed as
19 a class action and representative PAGA action.

20 1.2. **“Agreement”** refers to this Joint Stipulation of Class Action Settlement and
21 Release of Claims, which includes all of the Recitals and the Exhibits attached hereto.

22 1.3. **“Class”** refers to all current and former non-exempt or hourly employees deployed
23 by Real Time to work at Maruchan’s Deere Facility at any time during the Class Period who did not sign
24 an arbitration agreement.

25 1.4. **“Class Counsel”** refers to Armond M. Jackson, Andrea M. Fernandez-Jackson,
26 and Anthony S. Filer, Jr. of Jackson Law, APC. For purposes of providing any notices required under
27 this Agreement, Class Counsel shall refer to Armond M. Jackson (ajackson@jacksonapc.com), 2
28 Venture Plaza, Ste. 240, Irvine, California 92618.

1.5. **“Class Member(s)”** refers to any individual who is a member of the Class.

1.6. **“Class Period”** refers to the period of August 17, 2016 to April 30, 2022. The start of the Class Period is based on a four-year statute of limitations period for state law claims, beginning on the date the Action was filed on August 17, 2020.

1.7. **“Class Representative”** refers to the named Plaintiff in the Action, Maria De Jesus Romero.

1.8. **“Class Representative Incentive Payment”** refers to any payment, subject to Court approval and not to exceed \$5,000, to the Class Representative from the Gross Settlement Amount in recognition of the efforts and work in prosecuting the Action on behalf of the Class Members.

1.9. **“Complaint”** refers to the original Complaint filed on August 17, 2020, the First Amended Complaint filed on November 20, 2020, and the operative Second Amended Complaint filed on March 4, 2021, in the Action.

1.10. **“Counsel for EmployBridge and Real Time”** refers to Timothy L. Hix and Romtin Parvaresh of Seyfarth Shaw LLP. For purposes of providing any notices required under this Agreement, Counsel for EmployBridge and Real Time shall refer to Timothy L. Hix (thix@seyfarth.com), 333 S. Hope Street, Suite 3900, Los Angeles, California 90071; and Romtin Parvaresh (rparvaresh@seyfarth.com), Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067.

1.11. **“Deere Facility”** refers to the Maruchan facility located at 1902 Deere Avenue, Irvine, California, 92606.

1.12. **“Defendants”** refers to EmployBridge, Real Time, and Maruchan.

1.13. **“Effective Date”** refers to the 15th calendar day after the date by which the last of the following has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court has entered and filed the Final Approval Order and Judgment; and (c) the time period for appeal of the Judgment has been exhausted without any appeals having been filed, and/or all such appeals have been voluntarily or involuntarily dismissed, and/or the appropriate appellate court or courts have entered a final judgment affirming the Final Approval Order and Judgment of the Court and the final judgment of such appellate court or courts is no longer subject to any further appellate challenge or procedure. The Parties agree

that only the Parties and/or Class Members who file a valid and timely Objection maintain the right to appeal.

1.14. **“EmployBridge”** refers to Defendant EmployBridge, LLC.

1.15. **“Final Approval Order”** refers to the final order entered by the Court approving the Settlement following the Final Fairness Hearing.

1.16. **“Final Fairness Hearing”** refers to the hearing at which the Court will make a final determination whether the terms of the Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for Final Approval.

1.17. **“Gross Settlement Amount”** refers to the maximum settlement payment Defendants may be obligated to make in connection with the Settlement or Agreement, which shall be no more than \$459,375.00. This sum shall include all Individual Settlement Payments made to Participating Class Members, all administration costs, the employees’ share of payroll taxes, the Class Representative Incentive Payment, the PAGA Payment, interest, and attorneys’ fees and costs as set forth below. The Gross Settlement Amount shall not include the employer’s share of payroll taxes in connection with the wage-related portions of the Individual Settlement Payments to Participating Class Members. Real Time will separately pay the employer’s share of the payroll taxes in connection with the wage-related portions of the Individual Settlement Payments to Participating Class Members.

The Gross Settlement Amount is a material term of this Agreement. To the extent Plaintiff, the Court, or anyone else seeks to require Defendants to pay more than the Gross Settlement Amount as part of this Settlement or Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement or Agreement.

1.18. **“Individual PAGA Payment(s)”** refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Group Member, based on Weeks Worked. The Individual PAGA Payments shall be paid from the PAGA Group Member Payment and shall not be subject to payroll taxes and withholdings.

1.19. **“Individual Settlement Payment(s)”** refers to the amount calculated by the Settlement Administrator to be distributed to each individual Participating Class Member, based on Weeks Worked. The Individual Settlement Payment shall be paid from the Net Settlement Amount and

1 shall include the employee's share of payroll taxes and withholdings.

2 1.20. **"Judgment"** refers to the final judgment entered by the Court approving the
3 Settlement.

4 1.21. the California Labor and Workforce Development Agency.

5 1.22. **"LWDA Payment"** refers to payment of 75% of the PAGA Payment to the Labor
6 and Workforce Development Agency ("LWDA") under California Labor Code § 2699(i).

7 1.23. **"Maruchan"** refers to Defendant Maruchan, Inc.

8 1.24. **"Maruchan's Counsel"** refers to Vasko Mitzev and Alison C. Gibbs of Ferruzzo
9 & Ferruzzo, LLP. or purposes of providing any notices required under this Agreement, Maruchan's
10 Counsel shall refer to Vasko Mitzev (vmitzev@ferruzzo.com), 3737 Birch Street, Suite 400, Newport
11 Beach, California 92660.

12 1.25. **"Net Settlement Amount"** refers to the Gross Settlement Amount minus all
13 administration costs, the Class Representative Incentive Payment, the PAGA Payment, and attorneys'
14 fees and costs. The Net Settlement Amount shall include all Individual Settlement Payments due to
15 Class Members, including the employees' share of payroll taxes. The Net Settlement Amount is the
16 maximum amount that shall be available for distribution to Class Members.

17 1.26. **"Notice of Class Action Settlement"** refers to the Notice of Class Action
18 Settlement, substantially in the form attached as **Exhibit A**.

19 1.27. **"Objection"** refers to a timely, written, signed objection by a Class Member who
20 elects to object to the Settlement, substantially in the form detailed in the Notice of Class Action
21 Settlement.

22 1.28. Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

23 1.29. **"PAGA Group Member Payment"** refers to payment of 25% of the PAGA
24 Payment for distribution to the PAGA Group Members.

25 1.30. **"PAGA Group Member(s)"** means all current and former non-exempt or hourly
26 employees deployed by Real Time to work at Maruchan's Deere Facility at any time during the PAGA
27 Period.

28 1.31. **"PAGA Payment"** refers to a maximum payment of \$50,000 out of the Gross

1 Settlement Amount, which shall be allocated as the LWDA Payment and the PAGA Group Member
2 Payment refers to the period of September 16, 2019 to April 30, 2022. The start of the PAGA Period is
3 based on a one-year statute of limitations period for PAGA claims plus a 65-day tolling period to
4 exhaust administrative remedies, beginning on the date that Plaintiff's First Amended Complaint was
5 filed on November 20, 2020. Plaintiff's First Amended Complaint was the first time she pled a cause of
6 action under PAGA in this Action.

7 1.32. **"Participating Class Members"** refers to all Class Members who do not file a
8 timely and valid opt-out Request for Exclusion.

9 1.33. **"Parties"** refers to (1) Plaintiff, individually and on behalf of the State of
10 California and all current and former non-exempt or hourly employees deployed by Real Time to work
11 at Maruchan's Deere Facility at any time between August 17, 2016 to April 30, 2022;
12 (2) EmployBridge; (3) Real Time; and (4) Maruchan.

13 1.34. **"Plaintiff"** refers to Plaintiff Maria De Jesus Romero.

14 1.35. **"Preliminary Approval Order"** refers to the order entered by the Court
15 following a Motion for Preliminary Approval of the Settlement and this Agreement.

16 1.36. **"Real Time"** refers to Defendant Real Time Staffing Services, LLC.

17 1.37. **"Released Claims"** refers to those claims released in Section 6 of this
18 Agreement. The scope of the Released Claims is a material term of this Agreement. To the extent
19 Plaintiff, the Court, or anyone else seeks to modify the scope of the Released Claims in order to make it
20 more narrow, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the
21 Settlement or Agreement.

22 1.38. **"Released Parties"** refers to Defendants and their current or former subsidiaries,
23 parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials,
24 directors, attorneys, personal representatives, executors, and shareholders, including their respective
25 pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors
26 of such plans, and those plans' respective current or former trustees and administrators, agents,
27 employees, and fiduciaries.

28 1.39. **"Request for Exclusion"** refers to a timely, written, signed opt-out request by

someone who otherwise would be a Class Member who elects to be excluded from the Class, substantially in the form attached as **Exhibit B** to this Agreement.

1.40. **“Settlement”** refers to terms of this Agreement, which includes the Recitals and the Exhibits attached hereto.

1.41. **“Settlement Administrator”** refers to the third-party administrator who has been mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

1.42. **“Settlement Class”** refers to all Class Members who do not file a timely and valid opt-out Request for Exclusion.

1.43. **“Weeks Worked”** refers to any weeks when a Class Member or PAGA Group Member was deployed by Real Time to work at Maruchan’s Deere Facility, as reflected on Real Time’s records.

2. PROCEDURAL HISTORY AND RECITALS

2.1. **Causes Of Action.** On August 17, 2020, Plaintiff filed her original Complaint against Defendants on behalf of the Class. On November 20, 2020, Plaintiff filed a First Amended Complaint on behalf of the Class and the PAGA Group Members. On March 4, 2021, Plaintiff filed the operative Second Amended Complaint on behalf of the Class and the PAGA Group Members. Plaintiff asserted ten causes of action in her Second Amended Complaint against Defendants: (1) “Claim for Failure to Pay Minimum Wages (Cal. Lab. Code Section 1194; IWC Wage Orders 1, 4, 7, and 9 Section 3);” (2) “Claim for Failure to Pay Overtime Wages (Cal. Lab. Code Section 1194, IWC Wage Orders 1, 4, 7, and 9 Section 3);” (3) “Claim for Failure to Pay Timely Wages (Lab. Code § 221);” (4) “Claim for Failure to Unlawfully Receive Wages (Lab. Code § 221);” (5) “Claim for Failure to Provide Meal Breaks (IWC Wage Orders 1, 4, 7, and 9, Section 11);” (6) “Claim for Failure to Provide Rest Periods (IWC Wage Orders 1, 4, 7, and 9, Section 12);” (7) “Claim for Failure to Provide and Maintain Accurate Itemized Wage Statements and Maintain Records (Lab. Code § 226(a));” (8) “Claim for Failure to Pay

1 Timely Wages Upon Termination (Lab. Code § 203)”; (9) “Unlawful Business Practices Under (Bus.
2 And Prof. Code § 17200, et seq.[.]”]; and (10) “Violation of the California Labor Code Private Attorneys
3 General Act of 2004 (Cal Lab. Code §§ 2698, et seq.)”. The Second Amended Complaint sought unpaid
4 wages, actual damages, statutory damages, monetary damages, interest, statutory penalties, civil
5 penalties, liquidated damages, restitution, declaratory and injunctive relief, equitable relief, pre-
6 judgment interest, and attorneys’ fees and costs.

7 **2.2. The Parties Have Engaged In Extensive Discovery.** During the litigation of
8 this Action, the Parties have engaged in extensive formal and informal discovery. Real Time and
9 EmployBridge served a Notice of Deposition to Plaintiff and took Plaintiff’s deposition. Plaintiff also
10 served multiple sets of Interrogatories and Demands for Production to Defendants and received
11 responses, including production of documents. Plaintiff also filed motions to compel discovery. The
12 Parties also participated in an informal exchange of information before participating in private
13 mediation.

14 **2.3. The Parties Participated In Private Mediation.** On February 7, 2022, the
15 Parties participated in private mediation with experienced wage-and-hour mediator Jeffrey A. Ross.
16 While no resolution was reached on that date, the Parties thereafter continued to engage in settlement
17 discussions over the subsequent months and, on May 27, 2022, ultimately accepted a mediator’s
18 proposal made by Mr. Ross after considerable additional negotiations.

19 **2.4. Class Counsel’s Investigation.** Class Counsel investigated the claims against
20 Defendants in the Action and also analyzed all applicable defenses raised by Defendants. The
21 investigation included review of documents produced during discovery, Plaintiff’s deposition, Class
22 Counsel’s interviews of the Class Representative and other Class Members and PAGA Group Members,
23 and private mediation between the Parties and subsequent conferences between mediator Jeffrey A. Ross
24 and Class Counsel, Counsel for EmployBridge and Real Time, and Maruchan’s Counsel. Class Counsel
25 believed it had obtained enough information to file a Motion For Class Certification. Similarly, Counsel
26 for EmployBridge and Real Time and Maruchan’s Counsel believe they have obtained enough
27 information to file an Opposition to Plaintiff’s Motion for Class Certification.

28 **2.5. Defendants’ Denials.** Defendants denied and continue to deny: (a) all of the

1 allegations made by the Class Representative, the Class, or PAGA Group Members in the Action;
2 (b) that they violated any applicable laws; (c) that they are liable or owe damages, penalties, or other
3 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action;
4 and (d) that class certification or representative treatment of the Action or any alleged claim is proper.
5 Defendants emphasize that the Court has not made any findings of liability as to Defendants and the
6 Court has not determined that Class certification is warranted in this Action.

7 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and
8 without admitting or conceding that class certification or representative treatment is appropriate for any
9 purpose other than settlement purposes alone, Defendants have agreed to settle the Action on the terms
10 and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing
11 the Action. Any stipulations or statements by Defendants contained in this Agreement are made for
12 settlement purposes only.

13 **2.6. Class Counsel's Evaluation.** Based on Class Counsel's investigation and
14 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
15 adequate, and in the best interest of the Class Members and PAGA Group Members. Class Counsel
16 diligently and effectively investigated Plaintiff's claims, drafted the Complaint, interviewed witnesses,
17 prepared and responded to discovery, reviewed and analyzed documents produced, and prepared for and
18 defended the deposition of the Class Representative. Class Counsel concluded that the Settlement
19 reflected in this Agreement is in the best interests of the Class and PAGA Group Members, after
20 reviewing Plaintiff's deposition transcript, completing interviews with potential Class Members and
21 PAGA Group Members, reviewing Defendant's policies, participating in private mediation, and
22 evaluating the risk that further litigation might result in Plaintiff, the Class, or PAGA Group Members
23 not recovering anything at all was a very significant factor in determining that this Agreement is fair,
24 reasonable, and adequate.

25 **2.7. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
26 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
27 action, obligations or liability of any and every kind that were or could have been asserted in the Action,
28 to the extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying

1 the allegations as set forth in the claims filed in the Second Amended Complaint in the Action.

2 **2.8. Certification of Settlement Classes.** This Agreement is contingent upon
3 approval of class certification under California Code of Civil Procedure § 382 by the Court of the
4 Settlement Class for settlement purposes only. Defendants do not waive, and instead expressly reserve,
5 their right to challenge the propriety of class certification, collective action certification, or
6 representative treatment for any other purpose should the Court not approve the Settlement or this
7 Agreement.

8 **2.9. The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
9 take all steps necessary and appropriate to effectuate all aspects of this Agreement, to obtain a
10 Preliminary Approval Order and Final Approval Order of this Settlement, and to dismiss the Action and
11 claims of Participating Class Members and PAGA Group Members with prejudice upon final approval.

12 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein, and of
13 the release and dismissal of all Released Claims, the Parties stipulate and agree to the terms and
14 provisions of this Settlement and Agreement, subject to the approval of the Court.

15 **3. NOTICE TO CLASS MEMBERS**

16 **3.1. Settlement Administrator.** The Parties request that the Court appoint Simpluris,
17 Inc. as Settlement Administrator. The Parties agree that settlement administration costs shall not exceed
18 \$7,500, based on a written bid received from the Settlement Administrator. All disputes relating to the
19 Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first
20 resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction
21 over this Agreement until all payments and obligations contemplated by this Agreement have been fully
22 completed.

23 **3.2. Data For Settlement Administrator.** Within 21 calendar days of the entry of a
24 Preliminary Approval Order of this Agreement, Defendants shall provide to the Settlement
25 Administrator the following information: (1) name of each Class Member and PAGA Group Member;
26 (2) most current known address of each Class Member and PAGA Group Member; (3) social security
27 number of each Class Member and PAGA Group Member or, as applicable, other taxpayer identification
28 number; and (4) the dates of assignment at the Deere Facility for each Class Member and PAGA Group

1 Member, in order to determine the total number of Weeks Worked by each during the Class Period and
2 PAGA Period.

3 **3.3. Confidentiality Of Contact Information And Data.** The contact information is
4 being provided confidentially to the Settlement Administrator only, and the Settlement Administrator
5 shall treat the information as private and confidential and take all necessary precautions to maintain the
6 confidentiality of contact information of the Class Member and PAGA Group Member, even from Class
7 Counsel. This information is to be used only to carry out the Settlement Administrator's duties as
8 specified in this Settlement Agreement. The Settlement Administrator shall return the data to
9 Defendants or confirm its destruction upon completion of the Settlement Administrator's duties in
10 administering the Settlement.

11 **3.4. Mailing Of Notice Of Class Action Settlement And Request For Exclusion.**
12 The Settlement Administrator shall mail the Notice of Class Action Settlement, and Request for
13 Exclusion, to Class Members within 21 calendar days of receiving the data from Defendants. The
14 Settlement Administrator shall send the Notice of Class Action Settlement, and Request for Exclusion to
15 Class Members via First Class U.S. Mail, using the most current, known mailing address for each Class
16 Member based on information provided by Defendants. Upon receipt of this information from
17 Defendants, the Settlement Administrator shall perform a search based on the National Change of
18 Address Database maintained by the United States Postal Service to update and correct any known or
19 identifiable address changes.

20 **3.4.1 Re-mailing Of Returned Notices.** Any mailing returned to the
21 Settlement Administrator as undeliverable shall be sent within 3 business days via First Class U.S. Mail
22 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
23 Administrator shall attempt to determine the correct address by again using the National Change of
24 Address Database maintained by the United States Postal Service to update and correct any known or
25 identifiable address changes. Following this procedure, the Settlement Administrator shall perform a
26 single re-mailing via First Class U.S. Mail within 3 business days.

27 **3.4.2 Content Of The Notice Of Class Action Settlement.** The Notice of
28 Class Action Settlement shall be substantially in the form attached as **Exhibit A** to this Agreement.

1 3.4.3 **Content Of The Request For Exclusion.** The Request for Exclusion
2 shall be substantially in the form attached as **Exhibit B** to this Agreement.

3 3.5. **Proof Of Mailing.** At least 5 calendar days prior to the Final Fairness Hearing,
4 the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with
5 regard to mailing of the Notice of Class Action Settlement to Class Counsel, Counsel for EmployBridge
6 and Real Time, and Maruchan's Counsel, which they shall in turn provide to the Court.

7 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

8 4.1. **Class Members' Consideration Period.** Class Members shall be provided 60
9 calendar days to exercise any rights with regard to the Settlement, following the postmark date of the
10 initial mailing of the Notice of Class Action Settlement and the Request for Exclusion. Except as
11 specifically provided herein, no Class Member responses of any kind that are postmarked more than 60
12 calendar days after the initial mailing of Class Notice shall be considered. Responses from Class
13 Members must be postmarked for mail with the U.S. Postal Service. Responses sent by facsimile, email,
14 or other forms of electronic transmission will not be considered.

15 4.2. **Request for Exclusion and Opt Out Rights.** Class Members shall be given the
16 opportunity to opt out of the Settlement.

17 4.2.1 **Opt Out Procedures.** Class Members may opt out of the Settlement by
18 mailing to the Settlement Administrator a Request for Exclusion, substantially in the form attached as
19 **Exhibit B**. Any such Request for Exclusion must be postmarked not more than 60 calendar days after
20 the postmark date of the initial mailing of the Notice of Class Action Settlement and the Request for
21 Exclusion. To be a valid Request for Exclusion, a Class Member must provide his or her name (and
22 former names, if any), current address, and current telephone number. Any Request for Exclusion that
23 does not include all of the required information or that is not submitted in a timely manner will be
24 deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a Request
25 for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class
26 Counsel, Counsel for EmployBridge and Real Time, and Maruchan's Counsel. Requests for Exclusion
27 from Class Members must be postmarked for mail with the U.S. Postal Service. Requests for Exclusion
28 sent by facsimile, email, or other forms of electronic transmission will not be considered.

1 **4.2.2 Effect of Opt Out.** Any Class Member who opts out of the Settlement
2 may not object to the Settlement, shall not receive any Individual Settlement Payment, and shall not be
3 bound by the “Release by Participating Class Members” provision in this Agreement (Section 6.1);
4 however, they shall still be entitled to receive an Individual PAGA Payment if otherwise eligible. If a
5 Class Member submits both a Request for Exclusion and an Objection, the Class Member’s Objection
6 will be valid and be deemed to invalidate the Request for Exclusion.

7 Each Class Member who does not opt out of the Settlement shall be bound by the
8 applicable Released Claims provisions in this Agreement, including the “Release by Participating Class
9 Members” (Section 6.1).

10 **4.2.3 Defendants’ Rights to Withdraw.** Defendants have the right, at their
11 sole option, to withdraw from this Settlement or Agreement if the number of Class Members opting out
12 exceeds ten percent (10%) of the total number of Class Members. These rights to withdraw are material
13 terms of the Agreement and Defendants have the right, at their sole option, to withdraw from this
14 Agreement if either of these material terms are not approved by the Court. If Defendants exercise this
15 right to withdraw, they will be responsible for all Settlement Administration Costs incurred by the
16 Administrator.

17 **4.3. Objection Rights.** Because the Settlement Class will be certified by the Court,
18 only Class Members who do not opt out of the Settlement shall be entitled to object to the terms of the
19 Settlement.

20 **4.3.1 Objection Procedures.** Class Members’ objections to the Settlement or
21 this Agreement must be made using the procedures set forth in the Notice of Class Action Settlement.
22 Any Objection must be sent to the Settlement Administrator and postmarked no later than 60 days after
23 the first postmark date of mailing the Notice of Class Action Settlement. An Objection shall be deemed
24 to be submitted as of the postmarked date. The written Objection must contain: (1) the name and case
25 number of this lawsuit, *Maria De Jesus Romero v. Maruchan, Inc., et al.*, Orange County Superior
26 Court, Case No. 30-2020-01155487-CU-OE-CXC; (2) the full name, last four digits of their Social
27 Security Number or other taxpayer identification number, and current address of the Class Member
28 making the Objection; (3) reason(s) for the Objection; and (4) any and all evidence and supporting

papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. Class Members who submit an Objection remain bound by this Agreement.

Objections from Class Members must be postmarked for mail with the U.S. Postal Service. A Class Member may also present an objection in person at the final approval hearing.

4.3.2 Waiver of Objection Rights. Class Members who fail to make Objections in the manner specified in the Notice of Class Action Settlement shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement.

4.4. Proof of Class Members' Responses. By not later than 75 calendar days after the initial mailing of the Notice of Class Action Settlement and Request for Exclusion, the Settlement Administrator will prepare and submit a declaration attesting to (by number of relevant individuals) its mailing of the Notice of Class Action Settlement, its inability to deliver any mailing due to invalid addresses, and its receipt of valid Requests for Exclusion. Five calendar days prior to the Final Fairness Hearing, the Settlement Administrator will prepare a supplemental declaration to submit to the Court, to indicate the number of valid timely claims, objections, and opt out Requests for Exclusion.

4.5. Binding Effect of Settlement. Although some Class Members might not receive or timely submit the Notice of Class Action Settlement or the Request for Exclusion, as provided under this Settlement and Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Settlement and Agreement and the Final Order and Dismissal with Prejudice.

5. DISTRIBUTION OF SETTLEMENT PROCEEDS

5.1. Gross Settlement Amount. Defendants agree to pay up to a maximum Gross Settlement Amount of \$459,375. This Gross Settlement Amount refers to the maximum settlement payment Defendants may be obligated to make in connection with the Settlement or Agreement, and shall include all Individual Settlement Payments made to Participating Class Members, all administration costs, the employees' share of payroll taxes, the Class Representative Incentive Payment, the PAGA Payment, and attorneys' fees and costs. The Gross Settlement Amount shall be funded no later than ten (10) business days after the Effective Date.

1 **5.2. Escalator Clause for Class Period.** The Class Period is premised on Class
2 Members having worked an estimated 18,375 Weeks Worked during the Class Period. If the final
3 number of Weeks Worked by Class Members during the Class Period is more than 18,375 weeks, the
4 Gross Settlement Amount shall increase by the same percentage by which the final number of Weeks
5 Worked exceeds 20,213 weeks (8,375 weeks + 10%). By illustration, if the final number of Weeks
6 Worked by Class Members during the Class Period is 20,416 weeks (20,213 weeks + 1%), the Gross
7 Settlement Amount shall be increased by one percent (1%).

8 **5.3. Escalator Clause for PAGA Period.** The PAGA Period is premised on PAGA
9 Group Members having worked an estimated 16,477 pay periods during the PAGA Period. For
10 purposes of this Agreement and Settlement, the Parties agree that pay periods and Weeks Worked shall
11 be deemed equivalent. If the final number of pay periods worked by PAGA Group Members during the
12 PAGA Period is more than 16,477 pay periods, the Gross Settlement Amount shall increase by the same
13 percentage by which the final number of pay periods exceeds 18,125 pay periods (16,477 pay periods +
14 10%). Such increase shall be entirely allocated to the PAGA Payment. By illustration, if the final
15 number of pay periods worked by PAGA Group Members during the PAGA period is 18,307 pay
16 periods (18,125 pay periods + 1%), the Gross Settlement Amount shall be increased by one percent (1%)
17 and such increase shall be entirely allocated to the PAGA Payment.

18 **5.4. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendants
19 agree not to oppose—that the Court approve an attorneys' fees and costs award for (a) attorneys' fees in
20 an amount up to 33 ¹/₃% of the Gross Settlement Amount (or \$153,125) and (b) costs in the amount of
21 up to \$20,000, supported by adequate documentation by Class Counsel. Except as provided in this
22 Agreement, Defendants shall have no liability for any other attorneys' fees or costs.

23 **5.4.1 Approval of Attorneys' Fees and Costs Award Not Material.** The
24 Court's approval of an attorneys' fees or costs award is not a material term of the Settlement or this
25 Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class
26 Counsel for attorneys' fees or costs, the other terms of the Settlement and this Agreement shall still
27 apply. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel
28 does not give the Class Representative, the Class Members, the PAGA Group Members, the State of

1 California, or Class Counsel any basis to abrogate the Settlement or this Agreement. Any amount of an
2 attorneys' fees and costs award requested by Class Counsel but unapproved by the Court shall be
3 allocated to the Net Settlement Amount.

4 **5.4.2 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
5 Administrator shall pay to Class Counsel any approved attorneys' fees and costs award within fifteen
6 (15) calendar days after the funding of the Gross Settlement Amount as set forth in Section 5.1. Class
7 Counsel agrees that Class Counsel is responsible for allocating this payment among themselves and any
8 other counsel for Plaintiff settling claims through this Agreement. The Settlement Administrator shall
9 issue an Internal Revenue Service Form 1099 to Class Counsel for any attorneys' fees and costs award
10 payment. Class Counsel shall be solely and legally responsible for paying all applicable taxes on any
11 attorneys' fees and costs award payments and shall indemnify and hold Defendants harmless from any
12 claim or liability for taxes, penalties, or interest arising as a result of the payment.

13 **5.5. Class Representative Incentive Payment.** Class Counsel intends to request—
14 and Defendants agree not to oppose—that the Court approve a Class Representative Incentive Payment
15 of up to \$5,000 for the Class Representative, for her additional participation in the Action, including
16 appearing for deposition. Any Class Representative Incentive Payment shall not be subject to payroll
17 taxes or withholdings. Any Class Representative Incentive Payment is in addition to the Class
18 Representative's Individual Settlement Payment and/or Individual PAGA Payment. The Class
19 Representative Incentive Payment will be reported on a Form 1099, which the Settlement Administrator
20 will provide to the Class Representative and to the pertinent taxing authorities as required by law.

21 **5.5.1 Class Representative Incentive Payment Not Material.** The Court's
22 approval of a Class Representative Incentive Payment is not a material term of the Settlement or this
23 Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class
24 Counsel for a Class Representative Incentive Payment, the other terms of the Settlement and this
25 Agreement shall apply. The Court's refusal to approve the Class Representative Incentive Payment
26 requested by Class Counsel does not give the Class Representative or Class Counsel any basis to
27 abrogate the Settlement or this Agreement. Any amount of a Class Representative Incentive Payment
28 requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement

1 Amount.

2 **5.5.2 Timing of Class Representative Incentive Payment.** The Settlement
3 Administrator shall pay to the Class Representative any approved Class Representative Incentive
4 Payments within fifteen (15) calendar days after the funding of the Gross Settlement Amount set forth in
5 Section 5.1. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representative for
6 any Class Representative Incentive Payments. The Class Representative shall be solely and legally
7 responsible for paying all applicable taxes on any Class Representative Incentive Payments and shall
8 indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest
9 arising as a result of the payment.

10 **5.6. Settlement Administration Costs.** Class Counsel intends to request—and
11 Defendants agree not to oppose—that the Court approve Settlement Administration Costs of up to
12 \$7,500. Upon completion of administration of the Settlement, the Settlement Administrator shall
13 provide written certification of such completion to Class Counsel, Counsel for EmployBridge and Real
14 Time, and Maruchan’s Counsel. The Parties agree to cooperate in the settlement administration process
15 and to make all reasonable efforts to control and to minimize settlement administration costs.

16 **5.7. PAGA Payment.** Class Counsel intends to request—and Defendants agree not to
17 oppose—that the Court approve a PAGA Payment of \$50,000. The PAGA Payment shall be allocated
18 as 75% to the LWDA Payment and as 25% to the PAGA Group Member Payment.

19 **5.7.1 Modification Of PAGA Payment Not Material.** The Court’s reduction
20 or increase of a PAGA Payment is not a material term of the Settlement or this Agreement. If the Court
21 approves only a lesser amount or a higher amount than that requested by Class Counsel for the PAGA
22 Payment, the other terms of the Settlement and this Agreement shall apply. The Court’s reduction or
23 increase of the PAGA Payment requested by Class Counsel does not give Plaintiff, the PAGA Group
24 Members, the State of California, or Class Counsel any basis to abrogate the Settlement or this
25 Agreement.

26 However, the Court’s approval of a PAGA Payment is a material term of the
27 Settlement or this Agreement. If the Court does not approve a PAGA Payment set forth in this
28 Agreement, then the PAGA Payment shall be made in the amount required by the Court. If the Court

requires the PAGA Payment to be higher than as stated in this Agreement, the additional funds for the PAGA Payment shall be taken from the Gross Settlement Amount. Thus, the Gross Settlement Amount shall not be increased if the Court requires a larger PAGA Payment.

5.8. Calculation of Individual Settlement Payment. This Settlement shall be a non-reversionary Settlement. Each Participating Class Member shall be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount, in accordance with the formula set forth below.

The Individual Settlement Payment for each Participating Class Member will be calculated by dividing the number of Weeks Worked by the Participating Class Member during the Class Period by all Weeks Worked during the Class Period by all Participating Class Members, multiplied by the Net Settlement Amount [*i.e.*, (individual Weeks Worked during Class Period ÷ total Weeks Worked by Participating Class Members during Class Period) x Net Settlement Amount]. A partial week shall be deemed a Week Worked.

Class Members who opt out shall nonetheless be entitled to receive an Individual PAGA Payment if otherwise eligible.

5.9. Calculation of Individual PAGA Payment. Each PAGA Group Member shall be entitled to an Individual PAGA Payment consisting of their share of the PAGA Group Member Payment in accordance with the following formula:

The Individual PAGA Payment for each PAGA Group Member will be calculated by dividing the number of Weeks Worked by the PAGA Group Member during the PAGA Period by all Weeks Worked during the PAGA Period by all PAGA Group Members, multiplied by the PAGA Group Member Payment [*i.e.*, (individual Weeks Worked during PAGA Period ÷ total Weeks Worked by PAGA Group Members during PAGA Period) x PAGA Group Member Payment]. A partial week shall be deemed a Week Worked.

5.9.1 Disputes Regarding Weeks Worked. The Notice of Class Action Settlement will list each Class Member's number of Weeks Worked during the Class Period, for purposes of determining the Individual Settlement Payment. If a Class Member disputes the number of Weeks Worked on the Notice of Class Action Settlement, the Class Member must produce, by no later than ten (10) days from the date the Notice of Class Action Settlement is postmarked, evidence to the Settlement Administrator showing that such information is inaccurate. All disputes will be decided

1 within seven (7) business days from the date the dispute is received by the Settlement Administrator.
2 The Settlement Administrator shall have the authority to determine the outcome of any disputes, but
3 may contact Class Counsel, Counsel for EmployBridge and Real Time, and/or Maruchan's Counsel to
4 seek their input.

5 **5.10. Distribution of Individual Payments.** The Settlement Administrator shall
6 distribute checks to each Participating Class Member for their Individual Settlement Payment and each
7 PAGA Group Member for their Individual PAGA Payment via First Class U.S. Mail, postage prepaid no
8 later than fourteen (14) calendar days after the funding of the Gross Settlement Amount. If an individual
9 is a Participating Class Member and a PAGA Group Member, the Settlement Administrator may
10 combine the Individual Settlement Payment and the Individual PAGA Payment into a single check. The
11 face of each check shall prominently state the date (not less than 180 days after the date of mailing)
12 when the check will be voided.

13 **5.11. Tax Allocation of Individual Payments.** Each Participating Class Member's
14 Individual Settlement Payment will be characterized as 80% Form 1099 income and 20% Form W-2
15 income, to reflect that 80% of the payment will account for penalties and interest, while 20% will
16 account for unpaid wages.

17 Each PAGA Group Members' Individual PAGA Payment will be characterized as
18 100% Form 1099 income to reflect that 100% of the payment will account for penalties and interest.

19 In accordance with applicable tax laws, required tax withholdings and payroll
20 deductions will be taken from each Individual Settlement Payment and Individual PAGA Payment for
21 the portion allocated to Form W-2 income and remitted to the appropriate taxing authorities. The
22 Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to
23 Participating Class Members for their respective Individual Settlement Payments and PAGA Group
24 Members for their respective Individual PAGA Payments.

25 Participating Class Members and PAGA Group Members shall be solely and
26 legally responsible for paying all other applicable taxes on their respective Individual Settlement
27 Payments and Individual PAGA Payments, and shall indemnify and hold Defendants harmless from any
28 claim or liability for taxes, penalties, or interest arising as a result of the payments.

1 In allocating the Individual Settlement Payments and Individual PAGA Payments,
2 the Parties agree that, pursuant to applicable law, all payments for wages shall be subject to payroll tax
3 withholdings and a Form W-2, while all payments for penalties shall not be subject to payroll tax
4 withholdings and will be recorded on a Form 1099.

5 **5.11.1 Allocation of Individual Payments Not Material.** The Court's approval
6 of the allocation of the Individual Settlement Payment and Individual PAGA Payment for Form 1099
7 income and Form W-2 income is not a material term of the Settlement or this Agreement. If the Court
8 does not approve or approves a different allocation of the Individual Settlement Payments or Individual
9 PAGA Payments, the other terms of the Settlement and this Agreement shall apply. The Court's refusal
10 to approve the allocation for the Individual Settlement Payments and Individual PAGA Payments
11 requested by the Parties does not give the Parties any basis to abrogate the Settlement or this Agreement.

12 **5.11.2 Undeliverable or Uncashed Checks.** Any settlement checks distributing
13 Individual Settlement Payments or Individual PAGA Payments returned to the Settlement Administrator
14 as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to the forwarding
15 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt
16 to determine the correct address using the National Change of Address Database maintained by the
17 United States Postal Service, and it shall then perform a re-mailing within five (5) calendar days. The
18 amount of any Individual Settlement Payments or Individual PAGA Payments that remain undeliverable
19 or uncashed 180 calendar days after the postmarked date of the initial mailing of the Individual
20 Settlement Payments or Individual PAGA Payments will be sent to the California State Controller's
21 Office to be held as "Unclaimed Property" in the name of the Participating Class Member or PAGA
22 Group Member. The Settlement Administrator shall notify Class Counsel, Counsel for EmployBridge
23 and Real Time, and Maruchan's Counsel of any undeliverable checks.

24 **5.12. Tax Payment Considerations.** Class Counsel, Counsel for EmployBridge and
25 Real Time, and Maruchan's Counsel, Defendants, and the Settlement Administrator are not giving any
26 tax advice in connection with the Settlement or any payments to be made pursuant to this Agreement.

27 **5.13. No Tax Advice or Liability.** Each Participating Class Member and PAGA
28 Group Member agrees to indemnify and to hold Defendants harmless from any liability for taxes, fees,

costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

5.14. **No Impact On Contributions To Employee Benefit Plans.** None of the payments made pursuant to the Settlement and this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to the Settlement and this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 (“ERISA”). Any distribution of payments to the Class Representative, Participating Class Members, or PAGA Group Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan.

Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendants or any jointly-trusted benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5.15. **Timing of LWDA Payment.** The Settlement Administrator shall issue the distribution of the check constituting the LWDA Payment no later than fourteen (14) calendar days after the funding of the Gross Settlement Amount.

6. RELEASES

6.1. **Release by Participating Class Members.** By operation of the entry of the Final Approval Order and Judgment, each Participating Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendants and each of the Released Parties of and from any and all claims, rights, demands,

charges, complaints, causes of action, obligations, or liability of any and every kind during the Class Period, for any and all claims asserted or that could have been asserted based on the facts alleged in the Second Amended Complaint in the Action, including those for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages during employment; (4) failure to unlawfully receive wages; (5) failure to provide meal periods; (6) failure to authorize and permit rest periods; (7) failure to provide and maintain accurate itemized wage statements; (8) failure to maintain required records; (9) failure to pay all wages due to discharged and quitting employees; (10) claims brought under California Business & Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses based on the facts and allegations contained in the Second Amended Complaint; (11) penalties of any nature other than under PAGA; (12) interest; (13) liquidated damages; (14) attorneys' fees; (15) costs; and (16) any other claims arising out of or related to the Second Amended Complaint filed in the Action. The release is limited to Class Members who did not sign arbitration agreements. This settlement shall have no impact or effect on individuals who signed arbitration agreements.

6.2. Release by PAGA Group Members. By operation of the entry of the Final Approval Order and Judgment, the State of California and each PAGA Group Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendants and each of the Released Parties of and from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind for penalties under PAGA that arose during the PAGA Period, including but not limited to claims for civil penalties due to alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1198.5 and California Industrial Welfare Commission Wage Orders, and all related claims for attorneys' fees, costs, interest, and liquidated damages.

6.3. Additional Release by Class Representative. In addition to the above release applicable to the Participating Class Members, the Class Representative also generally releases any and all claims against Defendants and each of the Released Parties. This general release includes any and all

1 claims arising from the employment relationship with Defendants or any of the Released Parties,
2 including, without limitation, claims for wrongful termination, discrimination, harassment, or retaliation
3 pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 *et seq.*, the California Fair
4 Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, or the California Labor Code.
5 This general release by the Class Representative also includes a waiver of California Civil Code Section
6 1542. The Class Representative expressly waives all rights provided by California Civil Code Section
7 1542, or other similar statutes, that the Class Representative may have against Defendants and each of
8 the Released Parties. California Civil Code Section 1542 states:

9 A general release does not extend to claims that the creditor or releasing
10 party does not know or suspect to exist in his or her favor at the time of
11 executing the release and that, if known by him or her, would have
12 materially affected his or her settlement with the debtor or released party.

13 Notwithstanding this Settlement, Agreement, and general release of all claims
14 under California Code of Civil Procedure Section 1542, the Parties agree that Plaintiff's individual
15 wrongful termination, discrimination, and retaliation claims, currently pending as Case No. 30-2021-
16 01229988-CU-WT-CJC in the Superior Court of the State of California for the County of Orange, was
17 not considered for purposes of resolving this case and will not be released or dismissed as part of this
18 Settlement.

19 **6.4. Class Representative Acknowledgements.** The Class Representative
20 acknowledges that she has read this Agreement in its entirety, including the above language from
21 California Civil Code Section 1542, and that she fully understands both this Agreement and California
22 Civil Code Section 1542. By executing this Agreement, Class Representative expressly waives any
23 benefits and rights granted pursuant to California Civil Code Section 1542 or any statute, rule, or
24 principle of common law or equity, in any jurisdiction, that is similar, comparable, or equivalent, in
25 whole or in part, to California Civil Code Section 1542 with the exception of Plaintiff's individual
26 wrongful termination, discrimination, and retaliation claims, currently pending as Case No. 30-2021-
27 01229988-CU-WT-CJC in the Superior Court of the State of California for the County of Orange. The
28 Class Representative acknowledges and agrees that this knowing and voluntary waiver is an essential
29 and material term of this Agreement, and the Agreement would not have been entered into without such

1 a waiver.

2 **6.5. Injunction from Pursuing Released Claims.** As part of the preliminary
3 approval of the Settlement, Participating Class Members and PAGA Group Members shall be enjoined
4 from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any
5 court, or with the Division of Labor Standards Enforcement (“DLSE”), or with the LWDA, or the
6 United States Department of Labor (“DOL”), or with any other entity regarding the Released Claims.

7 This Settlement is conditioned upon the release by the Settlement Class and
8 PAGA Group Members as described herein, and upon covenants by the Settlement Class and PAGA
9 Group Members that they will not participate in any actions, lawsuits, proceedings, complaints, or
10 charges brought individually by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in
11 any court or before any administrative body related to the Released Claims, nor will the Settlement
12 Class or PAGA Group Members contest or interfere with efforts by Defendants to oppose any attempt to
13 bring such released claims against Defendants.

14 **6.6. Acknowledgement of Binding Terms of the Settlement, Despite Other**
15 **Potential Claims.** Class Counsel, the Class Representative, the Settlement Class, and the PAGA Group
16 Members acknowledge that they may hereafter discover facts or law different from, or in addition to, the
17 facts or law they know or believe to exist with respect to the Released Claims. The Settlement Class and
18 PAGA Group Members nonetheless agree that this Agreement and the Released Claims contained in it
19 shall be and remain effective in all respects notwithstanding such different or additional facts or law
20 regarding such Released Claims. These releases do not include any claims that cannot be waived as a
21 matter of law, but the Settlement Class and PAGA Group Members agree that they will not accept any
22 monetary recovery or benefit from any proceedings relating to any such claims.

23 **6.7. No Admission of Liability.** By entering into this Agreement, Defendants in no
24 way admit any violation of law or any liability whatsoever to Class Members or PAGA Group
25 Members, individually or collectively, or the State of California, and expressly deny all such liability.
26 Neither this Agreement, nor any other Settlement documents, shall be offered in any case or proceeding
27 as evidence of any admission by Defendants of any liability on any claim for damages, penalties,
28 restitution, or any other relief. Likewise, by entering into this Agreement, Defendants in no way admit

1 to the suitability of this case for class action, collective action, or representative action litigation, other
2 than for purposes of Settlement. Rather, Defendants enter into this Agreement to avoid further
3 protracted litigation and to resolve and to settle all disputes with the Settlement Class and PAGA Group
4 Members.

5 The Parties understand and agree that this Agreement and all exhibits thereto are
6 settlement documents and shall be inadmissible for any purpose in any proceeding, except an action or
7 proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the
8 extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be
9 used as the basis for an injunction against any action, suit, or other proceeding that may be instituted,
10 prosecuted, or attempted in breach of this Agreement.

11 **7. SETTLEMENT APPROVAL PROCEDURE**

12 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a Motion for
13 Preliminary Approval of class action and PAGA settlement by October 31, 2022. This motion shall seek
14 an order to preliminarily approve the proposed Settlement according to the terms in this Agreement and
15 provide for the Notice of Class Action Settlement and the Request for Exclusion, to be sent to Class
16 Members as specified in this Agreement. This motion shall include the bases for the Gross Settlement
17 Amount and why the amount is reasonable in light of the facts and controlling authorities pertaining to
18 the claims alleged in the Complaint. The motion shall also be accompanied by signed declarations by
19 Class Counsel, discussing the risks of continued litigation and the decision that the best interests of
20 Plaintiff, the Class Members, the PAGA Group Members, and the State of California are served by the
21 terms of this Agreement.

22 **7.2. Effect of Failure to Obtain Preliminary Approval.** If this Settlement or
23 Agreement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily
24 approved, the Action shall proceed as if no settlement had been attempted and revert back to its prior
25 procedural posture. The Parties may, however, jointly agree to seek reconsideration of the ruling on the
26 Settlement or Court approval of a renegotiated settlement. Defendants retain the right to contest whether
27 any aspect of the Action should be maintained as a class action, collective action, or representative
28 action, or to contest the merits of the claims being asserted by the Class Representative, Class Members,

1 or PAGA Group Members in the Action.

2 **7.3. Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval
3 Order. The motion shall request the entry of a Final Approval Order, which shall include findings and
4 orders: (a) approving the Settlement and the Agreement; (b) adjudging the terms to be fair, reasonable,
5 and adequate; (c) reciting the release terms in full; (d) directing that the Settlement terms and provisions
6 be carried out; and (e) retaining jurisdiction to oversee administration and enforcement of the terms of
7 this Agreement and the Court's orders.

8 **7.4. Motion for Attorneys' Fees and Costs Award.** Concurrent with the filing of the
9 Motion for Final Approval, Class Counsel shall file a motion for Court approval of an attorneys' fees
10 and costs award in the amount of (a) up to 33 ¹/₃% of the Gross Settlement Amount (or \$153,125) and
11 (b) verified costs in the amount of up to \$20,000. Defendants will not oppose the motion provided it is
12 consistent with this paragraph. Defendants will not be required to support such a motion.

13 **7.5. Entry of Judgment.** At the final approval hearing, Plaintiff shall request that the
14 Court, among other things: (a) enter Judgment in accordance with this Agreement and without further
15 fees or costs to any party except as expressly set forth in this Agreement; (b) approve this Agreement as
16 fair, reasonable, adequate, and binding on all members of the Settlement Class; (c) enter an order as to
17 Class Counsel's request for an attorneys' fees and costs award; (d) enter an order as to the request for a
18 Class Representative Incentive Payments; and, (e) enter an order permanently enjoining all members of
19 the Settlement Class from pursuing or seeking to reopen claims that have been released by this
20 Agreement.

21 **7.6. Effect of Failure to Obtain Judgment.** In the event the Court fails to enter
22 Judgment in accordance with this Agreement, or such Judgment is vacated or reversed, the Action shall
23 proceed as if no settlement had been attempted and revert back to its prior procedural posture. The
24 Parties may, however, jointly agree to seek reconsideration or appellate review of the ruling or Court
25 approval of a renegotiated settlement. Defendants retain the right to contest whether any aspect of the
26 Action should be maintained as a class action, collective action, or representative action, or to contest
27 the merits of the claims being asserted by the Class Representative, Class Members, or PAGA Group
28 Members in the Action.

1 **7.7. Waiver of Appeal Rights.** By accepting this Settlement, authorizing the
2 dismissal of the Action with prejudice, and upon final approval of the Settlement, the Class
3 Representative and Class Counsel hereby waive any and all rights they may have to appeal any
4 judgment, ruling, or order made by the Court in this Action, including, without limitation, any order
5 granting final approval of this Settlement or dismissing the Action with prejudice. This includes all
6 rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to
7 vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ, and the
8 Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not
9 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
10 proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement
11 (including making payments under the Settlement) will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final.

13 **8. MISCELLANEOUS**

14 **8.1. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation,
15 except such proceedings necessary to implement and to obtain a Preliminary Approval Order and Final
16 Approval Order of the terms of the Agreement. If the Settlement is not finally approved, the Parties
17 agree that they will revert to their positions in the lawsuit prior to the time the Settlement was reached,
18 and no agreements set forth in this Agreement or any documents generated or orders issued related to
19 the Settlement will be admissible in any future proceeding in this or any other action.

20 **8.2. Parties' Authority.** The signatories hereto represent that they are fully
21 authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated
22 herein. It is agreed that Class Members and PAGA Group Members are so numerous that it is
23 impossible or impractical to have each Class Member or PAGA Group Member execute this Agreement.
24 It is agreed that this Agreement may be executed on behalf of Class Members, PAGA Group Members,
25 and the State of California by Class Representative and Class Counsel.

26 **8.3. Entire Agreement.** This Agreement, which includes the Definitions, Recitals,
27 and all Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the
28 subject matter contained herein, and all prior and contemporaneous negotiations and understandings

1 between the Parties shall be deemed merged into this Agreement.

2 8.4. **Materiality of Terms.** The Parties have arrived at this Agreement as a result of
3 arm's-length negotiations. Where stated in this Agreement, certain terms are material and revision of
4 these material terms will allow Defendants the option to void this Agreement.

5 8.5. **Counterparts.** This Agreement may be executed in counterparts, and when each
6 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
7 original, and when taken together with other signed counterparts, shall constitute one signed Agreement,
8 which shall be binding upon and effective as to all Parties.

9 8.6. **Facsimile or Scanned Signatures For This Agreement.** Any party may sign
10 and deliver this Agreement by signing on the designated signature block and transmitting that signature
11 page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made
12 and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
13 Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding
14 upon the party who transmits the signature page.

15 8.7. **Binding Effect.** This Agreement shall be binding upon the Parties and, with
16 respect to the Class Representative, State of California, Participating Class Members, PAGA Group
17 Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries,
18 conservators, attorneys, and assigns.

19 8.8. **Waivers and Modifications to Be in Writing.** No waiver, modification, or
20 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
21 approval of this Agreement, shall be valid or binding, unless in writing, signed by or on behalf of all
22 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
23 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
24 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
25 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
26 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
27 any and all of the provisions of this Agreement. The time periods and dates provided in this Agreement
28 with respect to giving of notices and hearings are subject to Court approval and modification by the

1 Court or by written stipulation of Class Counsel, Counsel for EmployBridge and Real Time, and
2 Maruchan's Counsel.

3 Any notice to be given pursuant to this Agreement shall be made by email and
4 overnight delivery to Class Counsel, Counsel for EmployBridge and Real Time, or Maruchan's Counsel.
5 If Class Members have questions about this Agreement or their Individual Settlement Payments, they
6 must contact Class Counsel, rather than Defendants. Defendants shall have no obligation to respond to
7 communications by Class Members.

8 8.9. **Construction.** The determination of the terms and conditions of this Agreement
9 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
10 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
11 construed against any party by virtue of draftsmanship.

12 8.9.1 **Exhibits Incorporated by Reference.** The terms of this Agreement
13 include the terms set forth in any attached exhibit, which are incorporated by this reference as though
14 fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

15 8.9.2 **Captions.** The captions or headings of the sections and paragraphs of this
16 Agreement have been inserted for convenience of reference only and shall have no effect upon the
17 construction or interpretation of any part of this Agreement.

18 8.9.3 **Invalidity of Any Provision.** Before declaring any provision of this
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents so as to render all provisions of this Agreement valid and
21 enforceable.

22 8.10. **Further Acts and Cooperation Between the Parties.** The Parties shall
23 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
24 Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
25 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
26 the provisions of this Agreement.

27 8.11. **No Prior Assignments or Undisclosed Liens.** The Class Representative and
28 Class Counsel represent and warrant that they have not assigned, transferred, conveyed, or otherwise

1 disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or
2 the attorneys' fees and costs award to be paid pursuant to this Agreement. Class Representative and
3 Class Counsel further represent and warrant that there are not any liens or claims against any of the
4 amounts to be paid by Defendants pursuant to this Agreement. The Class Representative and Class
5 Counsel agree to defend, to indemnify, and to hold Defendants harmless from any liability, losses,
6 claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of
7 these representations or from any lien or assignment.

8 **8.12. Waiver of Right to Object by the Class Representative.** The Class
9 Representative agrees to sign this Agreement, and by signing this Agreement, the Class Representative
10 is thereby bound by the terms of this Agreement. The Class Representative further agrees that she shall
11 not object to any of the terms of this Agreement.

12 **8.13. No Solicitation of Objections.** The Parties further represent and warrant that
13 they have not and will not solicit, encourage, or assist in any fashion any effort by any entity or person
14 to object to or to seek exclusion from the Settlement set forth in this Agreement.

15 **8.14. Discovery of Confidential Documents and Information.** Class Counsel agree
16 that they will destroy all confidential documents and information provided to them by Defendants within
17 60 calendar days after the completion of the administration of the Settlement. Class Counsel further
18 agrees that none of the documents and information provided to them by Defendants shall be used for any
19 purpose other than prosecution of this Action or the defense or prosecution of a malpractice action.

20 **8.15. No Tax Advice.** Neither Class Counsel, Counsel for EmployBridge and Real
21 Time, Maruchan's Counsel, or Defendants intend anything contained in this Settlement or Agreement to
22 constitute advice regarding taxes or taxability, nor shall anything in this Settlement or Agreement be
23 relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R.
24 Part 10, as amended) or otherwise.

25 **8.16. No Media Announcements.** Neither side shall make any public statements to the
26 news, print, electronic, or Internet media concerning the Settlement, and both sides shall decline to
27 respond to media inquiries concerning the Settlement. Class Counsel shall not publicize the settlement
28 in their marketing materials, website, or other advertising media.

8.17. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement. The Court shall not have jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

8.18. **Disputes.** If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.

8.19. **Governing Law.** This Settlement and Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the substantive and procedural laws of the State of California.

SO AGREED AND STIPULATED.

DATED: 10/20/2022, 2022

PLAINTIFF MARIA DE JESUS ROMERO

By: _____

DocuSigned by:

Maria Romero

Maria De Jesus Romero

DATED: 10/25/2022, 2022

JACKSON LAW, A Professional Law Corporation

By: _____

Armond Jackson

Armond Jackson

Andrea M. Fernandez-Jackson

Anthony S. Filer, Jr.

Attorneys for Plaintiff Maria De Jesus Romero, individually and on behalf of the Class Members, State of California, and PAGA Group Members

[SIGNATURES FOLLOW ON NEXT PAGE]

1 DATED: November 2, 2022

DEFENDANT EMPLOYBRIDGE, LLC

2 By: _____

3 Print Name: Gunner Gooding

4 Title: Regional President

5 DATED: November 2, 2022

6 DEFENDANT REAL TIME STAFFING SERVICES, LLC

7 By: _____

8 Print Name: Gunner Gooding

9 Title: Regional President

10 DATED: 11/16, 2022

11 SEYFARTH SHAW LLP

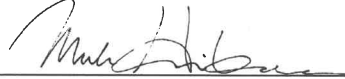
12 By: _____

13 Timothy L. Hix
14 Romtin Parvaresh
15 Attorneys for Defendants
16 EMPLOYBRIDGE, LLC and REAL TIME
STAFFING SERVICES, LLC

17 [SIGNATURES FOLLOW ON NEXT PAGE]
18
19
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22
23
24
25
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27
28

1 DATED: Nov 28, 2022, 2022

DEFENDANT MARUCHAN, INC.

2 By: 

3 Print Name: Mark Horikawa

4 Title: General Manager, Sales

5 DATED: 11/28/22, 2022

FERRUZZO & FERRUZZO LLP

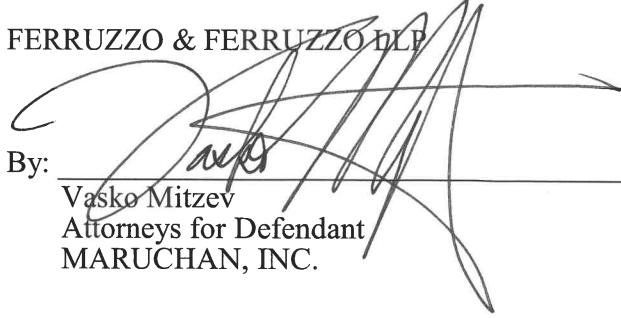
6 By: 
7 Vasko Mitzev
8 Attorneys for Defendant
9 MARUCHAN, INC.

EXHIBIT A

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

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 Real Time Staffing Services, LLC ("Select"), Employbridge, LLC, and Maruchan, Inc. (all together, "Defendants") for alleged wage-and-hour violations.

The Action is titled *Maria De Jesus Romero v. Maruchan, Inc., et al.* and is pending in Orange County Superior Court as Case No. 30-2020-01155487-CU-OE-CXC. The Action was filed by a former Select associate Maria De Jesus Romero ("Plaintiff") and seeks payment of:

(1) Back wages, meal and rest break premiums, penalties, and other relief for a class of non-exempt or hourly Select employees who were deployed to work at Maruchan's facility located at 1902 Deere Avenue, Irvine, California, 92606 ("Deere Facility") from August 17, 2016 to April 30, 2022 (the "Class Period") and did not sign an arbitration agreement ("Class Members"); and

(2) Penalties under the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), for all non-exempt or hourly Select employees who were deployed to work at Maruchan's Deere Facility from September 16, 2019 to April 30, 2022 (the "PAGA Period") ("PAGA Group Members").

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.

Based on Select's records and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Select's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Select's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** 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 already 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 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. 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 and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that

requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Select and were deployed to work at Maruchan's Deere Facility during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) Do Nothing. You don't 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 the written Request for Exclusion form enclosed herein. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 Don't 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 PAGA Group Members and the PAGA Group Members 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 [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether 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 every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. 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 [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. 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. See Section 8 of this Notice
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Select’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Select associate who was deployed to work at Maruchan’s Deere Facility. The Action accuses Defendants of violating California labor laws by failing (1) to pay minimum wages; (2) to pay overtime wages; (3) to pay timely wages; (4) to unlawfully receive wages; (5) to provide meal periods; (6) to authorize and permit rest periods; (7) to provide and maintain accurate itemized wage statements and maintain records; and (8) to pay timely wages upon termination. Based on the same claims, Plaintiff alleges Defendants engaged in unfair competition in violation of California Business and Professions Code § 17200 *et seq.* and has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Armond M. Jackson, Andrea M. Fernandez-Jackson, and Anthony S. Filer, Jr. of Jackson Law, APC (“Class Counsel.”)

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 correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (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) Settlement is in the best interests of the Class Members and PAGA Group Members. 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 \$459,375 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by a neutral company, [REDACTED] (the “Administrator”) who will oversee 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. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 10 business days after an Effective Date. The Effective Date is the 15th calendar day after the date by which the last of the following has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court has entered and filed the Final Approval Order and Judgment; and (c) the time period for appeal of the Judgment has been exhausted without any appeals having been filed, and/or all such appeals have been resolved.
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 \$153,125 (33 ¹/₃% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$5,000 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 monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,500 to the Administrator for services administering the Settlement.
- D. Up to \$50,000 for PAGA Penalties, allocated 75% to the California Labor and Workforce Development Agency PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. 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 Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Select will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted 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.

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 (including penalties and interest on back 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 State Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the California State 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 [REDACTED], 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 [REDACTED] Response Deadline. A Request for Exclusion form is enclosed herein. The Request for Exclusion should be completed by a Class Member and contain his/her current name, any former names, and telephone number. The Request for Exclusion form contains 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 PAGA Period 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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, [REDACTED], as 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, 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, 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 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:

Each Participating Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendants and each of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries (“Released Parties”) of and from any and all claims, rights,

demands, charges, complaints, causes of action, obligations, or liability of any and every kind during the Class Period, for any and all claims asserted or that could have been asserted based on the facts alleged in the Second Amended Complaint in the Action, including those for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages during employment; (4) failure to unlawfully receive wages; (5) failure to provide meal periods; (6) failure to authorize and permit rest periods; (7) failure to provide and maintain accurate itemized wage statements; (8) failure to maintain required records; (9) failure to pay all wages due to discharged and quitting employees; (10) claims brought under California Business & Professions Code section 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses based on the facts and allegations contained in the Second Amended Complaint; (11) penalties of any nature other than under PAGA; (12) interest; (13) liquidated damages; (14) attorneys' fees; (15) costs; and (16) any other claims arising out of or related to the Second Amended Complaint filed in the Action.

10. PAGA Group Members' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Group Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Group Members will be bound by the following release, regardless whether or not they opt-out of the Class Settlement:

Each PAGA Group Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendants and each of the Released Parties of and from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind for penalties under PAGA that arose during the PAGA Period, including but not limited to claims for civil penalties due to alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1198.5 and California Industrial Welfare Commission Wage Orders, and all related claims for attorneys' fees, costs, interest, and liquidated damages.

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 an estimated \$12,500 by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Select's records, are stated in the first page of this Notice. You have until [REDACTED] 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 Select's 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?

The Administrator will send, by U.S. mail, checks to every Participating Class Member for the Individual PAGA Payment and every PAGA Group Member for the Individual PAGA Payment. If you are both a Participating Class Member and a PAGA Group Member, the Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment.

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?

Complete the Request for Exclusion form enclosed herein with your current name, any former names, telephone number, and signature. The form includes a simple statement that you do not want to participate in the Class Settlement. Be sure to personally sign your request. 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 [REDACTED], 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 [REDACTED] days before the [REDACTED] 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 (2) a Motion for Fees, Litigation Expenses and Service Award 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 them on the Administrator's website or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. The written objection must contain (1) the name and case number of the Action, *Maria De Jesus Romero v. Maruchan, Inc., et al.*, Orange County Superior Court, Case No. 30-2020-01155487-CU-OE-CXC; (2) your full name; (3) the last four digits of your Social Security Number or other taxpayer identification number; (4) your current address; (5) the reason(s) for the objection; (6) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and (7) your signature. Section 9 of this Notice has the Administrator's contact information.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department CX-102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. 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 comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. 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 [REDACTED] 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, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED].

You can also telephone or send an email to Class Counsel or the Administrator using the contact

information listed below, or consult the Court's website by going to <https://www.occourts.org/online-services/case-access/>, clicking "Access Now" for Civil Case & Document Access and entering the Case Number 30-2020-01155487-CU-OE-CXC and the year the Action was filed, 2020. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center Courthouse by calling (657) 622-6878.

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

Class Counsel:

JACKSON LAW, APC

Armond M. Jackson (SBN 281547)

ajackson@jacksonapc.com

Andrea M. Fernandez-Jackson (SBN 295924)

Afernandez@jacksonapc.com

Anthony S. Filer Jr. (SBN 337704)

2 Venture Plaza, Ste. 240

Irvine, California 92618

Telephone: (949) 281-6857

Facsimile: (949) 777-6218

Settlement Administrator:

Name of Company:

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 California State Controller's Unclaimed Property Fund at (800) 992-4647 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 B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Romero v. Maruchan, Inc., et al.

Orange County Superior Court Case No. 30-2020-01155487-CU-OE-CXC

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF BENEFITS UNDER THE SETTLEMENT

To be excluded from the Settlement, this Opt-Out Form must be signed and mailed to the Settlement Administrator via U.S. mail postmarked on or before [REDACTED], 2022

<<Claim Number>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

INSTRUCTIONS

If you do not want to participate in this lawsuit and settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and settlement, (a) you will have no right to receive any benefit under the settlement in this case; (b) you will not be bound by the terms of the settlement; and (c) you will have no right to object to the settlement and be heard at the Final Fairness Hearing.

If you were employed by Select and deployed to work at Maruchan’s facility located at 1902 Deere Avenue, Irvine, California, 92606 between September 16, 2019 to April 30, 2022, you will still receive the PAGA Portion of your individual settlement payment and will remain bound by the Release by PAGA Group Members as this Request for Exclusion does not apply to PAGA claims.

To opt out of the class portion of the settlement, you must fill out all information in the section below, sign, and return this Request for Exclusion to the Settlement Administrator at the address below.

To be timely, your Request for Exclusion Form must be postmarked **on or before [Response Deadline]**

Administrator
Street Address
City, Name

REQUEST FOR EXCLUSION SIGNATURE

By signing this Request for Exclusion, I hereby opt out of this lawsuit and settlement reached in the matter of *Romero v. Maruchan, Inc., et al.* By signing this Request for Exclusion, I understand that I will not receive money from the class portion of the settlement and I will have no right to object to the settlement or be heard at the Final Fairness Hearing. I further understand that I am still bound by the Release by PAGA Group Members and will receive the PAGA Portion of my individual settlement payment.

Current Name: _____

Former Name(s) If Any: _____

Home/Cell Telephone Number: (_____) _____ - _____

Signature: _____ Date: _____

EXHIBIT B

JACKSON LAW, P.C.

Armond Jackson
ajackson@jlaw-pc.com

August 21, 2020

Sent By Certified Mail to Maruchan, Inc., Junichi Maruyama, Real Time Staffing Services, LLC, Employbridge, LLC and Corporate Creations Network Inc.

Submitted Via Online to Labor and Workforce Development Agency

Maruchan, Inc.

15800 Laguna Canyon Road
Irvine, California 92618

Real Time Staffing Services, LLC

1040 Crown Pointe Parkway, Ste. 1040
Atlanta, Georgia, 30338

**Junichi Maruyama Agent for Service of
Process for Maruchan, Inc.**

15800 Laguna Canyon Road
Irvine, California 92618

**Corporate Creations Network Inc. Agent
for Service of Process for Real Time
Staffing Services, LLC**

4640 Admiralty Way, 5th Floor
Marina del Rey California 90292

Employbridge, LLC

1040 Crown Point Parkway, Ste. 1040
Atlanta, Georgia 30338

**Corporate Creations Network Inc. Agent
for Service of Process for Employbridge,
LLC**

4640 Admiralty Way, 5th Floor
Marina del Rey California 90292

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 226(a) 1-2, 4-5, 9, 226.3,
226.7, 510, 512, 558, 1194
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 1-2001 ("Wage Order 1"), Sections 3, 7, 11 and 12; Industrial Welfare Commission
Order No. 1-2001 ("Wage Order 4"), Sections 3, 7, 11 12)

Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)

Maria De Jesus Romero v. Maruchan, Inc., Employbridge, LLC, and Real Time Staffing Services, LLC et al.

Dear Maruchan, Inc., Employbridge, LLC, Junichi Maruyama, Real Time Staffing Services, LLC, Corporate Creations Network and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Maruchan, Inc., Employbridge, LLC, Junichi Maruyama, Corporate Creations Network by Maria De Jesus Romero (“Mr. Romero” or “Plaintiff”) on behalf of all aggrieved current and aggrieved former similarly situated employees of Maruchan, Inc. (“MI”), Employbridge, LLC. (“EM”), and Real Time Staffing Services, LLC (“RTS”) collectively referred to herein as “Defendants” or “Defendant” located at 15800 Laguna Canyon Road, Irvine, California 92618 and all other Employer California locations, a private right of action under the Private Attorney General Act (PAGA) of 2004. As a prerequisite to filing this private action in superior court, Ms. Romero is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

MI is a food supplier that controls the working conditions of employees sent by the staffing agency MI and EM. This letter encompasses violations for the employees working at MI whether staffed by EM or RTS or not throughout California.

Ms. Romero worked as a general laborer deployed by EM and RTS to work at MI until around June 2020 as a non-exempt employee that performed job duties such as operating machinery and other general laborer tasks. Throughout Ms. Romero’s employment, she worked 5, 6, 10 hour plus shifts and was not authorized or permitted to take a uninterrupted 30-minute meal break each five hours at a reasonably practicable time nor was she authorized or permitted to take a second or third meal break which she was entitled to on the shifts when he worked above 10 and 12 hours shifts. Moreover, throughout Ms. Romero’s employment, she worked above 4 hour plus shifts and was not authorized or permitted to take a uninterrupted 10-minute rest break each four hours at a reasonably practicable time.

Defendants never compensated Ms. Romero with her premium wages when she was subjected to late, short, missed, on-call, interrupted, on-premises or missed meal breaks and rest breaks in violation of California Labor Code section 226.7, 512, and Wage Order 1, Sections 11 and 12 and Wage Order 4, Sections 11 and 12 approximately 10 to 20 shifts each month. Other similarly situated employees deployed to work at MI and worked at MI were under the same conditions as Plaintiff.

Moreover, Defendants failed to incorporate Plaintiff's premium wages and hours worth of work on his wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks and rest breaks as stated above or paid premium wages nor were the hours worth of work or premium wages disclosed on their wage statements.

Moreover, Ms. Romero was required to wear a coat, hat, hair net and face mask before she was able to clock in amounting to significant off-the-clock work in violation of California Labor Code sections 510, 1194 and Wage Order 1, Section 3 and Wage Order 4, Section 3.

Lastly, at the time of Ms. Romero's termination, Defendants refused to pay Ms. Romero her entitled wages and premium wages. Ms. Romero believes that Defendants do not pay premium wages to any of the similarly situated employees at the time of termination.

By virtue of requiring Ms. Romero to work off-the-clock at MI's worksites, not authorizing or permitting Ms. Romero and all other similarly situated employees to take their entitled meal breaks and rest breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out, and failing to pay out wages and premium wages at termination, Defendants are violating California Labor Code Sections 201, 202, 203, 226(a) 1-2, 4-5, 9, 226.3, 510, 512, 1194 and 226.7, Wage Order 1, Sections 3, 7, 11 and 12 and Wage Order 4, Sections 3, 7, 11 and 12.

Violation of California Labor Code Section 203

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Ms. Romero and does not compensate other similarly situated employees for the earned wages and premium wages at the time of termination, acquittal or resignation or end of employment.

Violation of California Labor Code § 210

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 30 minutes.

Violation of California Labor Code § 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Defendants failed to pay

for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 30 minutes.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Romero’s contention that Defendants are in violation of the following California Labor Codes.

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Ms. Romero and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Romero and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work while off-the-clock nor disclosed or recorded the extra hour worth of gross wages earned on their paystub for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Ms. Romero and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Romero and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work while off-the-clock nor disclosed or recorded the extra hour worth of gross wages earned on their paystub for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees’ wages to be inserted on an employee’s paystubs. Ms. Romero and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Romero and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hour

worth of work while off-the-clock nor disclosed or recorded the extra hour worth of gross wages earned on their paystub for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Romero and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Romero and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work while off-the-clock nor disclosed or recorded the extra hour worth of gross wages earned on their paystub for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer. Plaintiff and other similarly situated employees' paystubs did not reflect the name and address of all legal entities or the legal entity that is the employer and instead another name that was not the employer or not all of the employers that employed Plaintiff.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Romero and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Romero and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work while off-the-clock nor disclosed or recorded the extra hour worth of gross wages earned on their paystub for failing to provide the entitled meal breaks and rest breaks.

Violation of California Labor Code Sections 201, 202, 203, 226.7, 510, 512, 1194, 1198, Wage Order 1, Sections, 3, 7, 11 and 12, Wage Order 4, Sections, 3, 7, 11 and 12

An employer must provide meal periods and rest periods pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7, 512)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 1-2001 (hereinafter "Wage Order 1") covering the "Manufacturing" industry employees and Industrial Welfare Commission Order No. 4-2001 (hereinafter "Wage Order 4") covering the "Professional, Technical, Clerical, Mechanical and Similar Occupations" covering the employees at Defendants.

Under these circumstances, Ms. Romero's position at Defendants falls within Wage Order 1 and Wage Order 4 as Defendants employed Ms. Romero as a non-exempt employee classified as an employee in the "Manufacturing" industry and "Professional, Technical, Clerical, Mechanical and Similar Occupations". Thus below all sections and subsections that pertain to California Wage Orders 1 and 4 are applicable to Ms. Romero and all similarly situated aggrieved employees within these Wage Orders were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512, Wage Order 1, Section 11 and Wage Order 4, Section 11 states no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an —on duty meal period and counted as time worked. An —on duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Ms. Romero and other similarly situated employees did not receive their entitled uninterrupted meal periods during their employment at Defendants while regularly working above 5 and 10 hour shifts. Moreover, Ms. Romero and other similarly situated employees were not provided with their meal periods in the middle of each work period as required and reasonably practicable as stated above subjected to on-premises, on-call, short, interrupted, missed or late meal periods. Nor were they compensated for working through their meal periods or being provided with meal periods in violation of California Labor Code Section 226.7, 512 and Wage Order 1, Section 11.

California Labor Code sections 226.7, 512, Wage Order 1, Section 12 and Wage Order 4, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, interrupted, on-premises, on-call, late or not taken at all.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 4, 5, 6, 7.5, 10 and 12 hour shifts.

California Labor Code Section 510, and 1194, Wage Order 1, Section 3, Wage Order 4, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as The Company. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee's regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee's regular rate of pay.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiffs and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week and not paid overtime rates and minimum wage rates for off-the-clock and on-the-clock work. The employees were never provided with overtime and minimum wage compensation for this time.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Plaintiff and other similarly situated employees were not paid all overtime and minimum wages for all hours worked including those hours in

excess of 8 hours per day or forty hours per week because they worked overtime hours not paid at these overtime rates due to failing to pay off-the-clock work.

Violation of California Labor Code Sections 226(c) and 1198.5

California Labor Code sections 226(c) and 1198.5 requires employers to make personnel records and wage statements available to its employees upon request. On June 11, 2020, Plaintiff requested Defendants to provide wage statements and his personnel file for wage statements and personnel files. Pursuant to Labor Code section 1198.5, Defendant should have responded no later than July 21, 2020. Defendants still have not responded to Plaintiff's request for wage statements and personnel file or provide any opportunity for Plaintiff to inspect these requested records in violation of California Labor Code sections 226(c) and 1198.5.

Wage Order 1, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[time records showing when the employee begins and ends each work period," "[m]eal periods," and [t]otal hours worked in the payroll period and applicable rates of pay."

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants failed to incorporate the extra hours worth of work when Ms. Romero and other similarly situated employees worked through their entitled meal breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay was not disclosed on the itemized wage statements in violation of Wage Order 1, Section -7- and Wage Order 4, Section 7 Records. Also, Defendants failed to record all meal periods as all meal periods were not provided.

Conclusion

As a consequence of Defendants violation of California Labor Code Sections 201, 202, 203, 226(a) 1-2, 4-5, 8, 9, 226.3, 226.7 510, 512, 558. 1194, Wage Order 1, Sections 3, 7, 11 and 12 and Wage Order 4, Sections 3, 7, 11 and 12. Ms. Romero seeks penalties for each violation as an individual and on behalf of all aggrieved employees at Defendants.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case