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Attorneys for Plaintiff

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

KRYSTAL CAMINA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

WOK IN THE PARK LLC, a California
limited liability company; CAFETERIA 15L,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 34-2020-00283344-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**DECLARATION OF JEREMY STERN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Krystal
Camina); and [Proposed] Order filed
concurrently herewith]

Date: March 29, 2024
Time: 9:00 a.m.
Department: 28

Complaint Filed: August 12, 2020
Trial Date: None Set

DECLARATION OF JEREMY STERN

I, Jeremy Stern, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a

Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including and not limited to those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative action settlements. Under her, and Arby Aiwazian's supervision, the firm has handled the class

1 certification and court approval process for hundreds of class action and/or representative action
2 matters that have successfully resolved. She is a member of the California Employment Lawyers
3 Association.

4 3. Vartan Madoyan is a Member of Lawyers *for* Justice, PC. He received his Bachelor
5 of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris
6 Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the
7 Coif honors. He is admitted to practice before all courts in the State of California and all U.S.
8 District Courts in California. He externed for the Honorable Victoria S. Kaufman of the United
9 States Bankruptcy Court, Central District of California, from June 2009 to August 2009. He
10 externed for the Honorable Gary A. Feess of the United States District Court, Central District of
11 California, from January 2010 to May 2010. From 2011 through and including the present, he has
12 practiced almost exclusively on complex wage and hour class action and PAGA action matters in
13 California. From October 2011 to June 2013, he was an Associate at Littler Mendelson's Century
14 City, California office, working for one of the largest employer-side labor and employment law
15 firms in the United States. From July 2013 to March 2014, he was an Associate at Sheppard,
16 Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, he
17 worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From
18 August 2023 to the present, he has been a Member of Lawyers *for* Justice, PC. He has taken and
19 defended dozens of depositions and have successfully handled motion practice in class action and
20 PAGA cases regarding discovery (including and not limited to motions regarding class contact
21 information), class certification (both contested class certification and stipulated class
22 certification), dispositive motions, arbitration agreements, coordination, and intervention. He has
23 successfully handled a complex wage and hour class action and PAGA case through a trial verdict
24 in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-
25 2013-00692890. He has also successfully handled briefing on appeal regarding employer efforts
26 to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District,
27 Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, he has
28

1 extensive experience with settlements of class actions and PAGA actions and has handled and
2 supervised this process in over seventy-five (75) cases.

3 7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
4 from Bucknell University in 2020 and earned my Juris Doctor degree from Pepperdine Caruso
5 Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice
6 before all courts of the State of California. I have worked on wage and hour class action and PAGA
7 representative cases, and my work has included, inter alia, researching and drafting pleadings,
8 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
9 agreements, engaging in motion practice, claims evaluation and analysis, and making court
10 appearances. Prior to working at Lawyers *for* Justice, PC, I worked as a legal intern in various
11 firms and organizations providing entertainment law services, including, *inter alia*, drafting and
12 negotiating contracts, discovery requests, legal research, and drafting memoranda regarding active
13 legal development and cases.

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

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

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

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

28 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a

1 wage-and-hour class action against a national property management company involving
2 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
3 granted final approval of the class action settlement. The Los Angeles County Superior Court
4 Case Number is BC430918.

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

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

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

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

26 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national retailer of household
28 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted

1 final approval of the class and PAGA representative action settlement. The San Francisco County
2 Superior Court Case Number is CGC-13-532344.

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

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

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

19 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
21 involving allegations of misclassification of the “Department Manager” position. On August 12,
22 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
23 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
24 County Superior Court Case Number is RG13680477.

25 m) LFJ represented the plaintiff in a PAGA representative action against a real
26 estate and property management company, on behalf of non-exempt employees. On November 4,
27 2016, the court granted approval of the PAGA representative action settlement. The Orange
28 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

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

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

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

27 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
28 hour class and PAGA representative action against a lumber and hardware company on behalf of

1 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
2 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
3 00747750-CU-OE-CXC.

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

9 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
10 representative action against a food company on behalf of non-exempt employees. On June 30,
11 2017, the court granted final approval of the class and PAGA representative action settlement. The
12 Sacramento County Superior Court Case Number is 34-2015-00175871.

13 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
14 representative action against a chocolate company on behalf of non-exempt employees. On July
15 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
16 The Alameda County Superior Court Case Number is RG15764300.

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

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

26 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
28 employees. On December 11, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC569646.

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

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

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

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

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

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

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

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

17 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
18 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
19 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
20 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
21 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
22 of the PAGA representative action settlement. The San Diego County Superior Court Case
23 Number is 34-2015-00175330.

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

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

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

13 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against manufacturer and supplier of power products and services on
15 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
16 for class certification and certified a class. On August 27, 2021, the court granted final approval
17 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
18 00025968-CU-OE-CTL.

19 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
20 nutritional products manufacturer on behalf of non-exempt production line employees. On
21 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
22 certified a class. The Solano County Superior Court Case Number is FCS051001.

23 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
24 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
25 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
26 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
27 Los Angeles County Superior Court Case Number is BC707670.

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BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

9. Marked and attached hereto as “**EXHIBIT 1**” is the Class and Representative Action Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, on the one hand, and Defendants Wok in the Park, LLC, and Cafeteria 15L (together, “Defendants”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class and Representative Action and Proposed Settlement (“Class Notice”), which is attached to the Settlement Agreement as “**Exhibit A**” and respectfully request that the Court approve it as well.

10. Based on information provided by Defendant, as of August 16, 2023, the Class is estimated to consist of approximately five hundred seventy-four (574) individuals.

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

12. On September 10, 2020, Plaintiff provided written to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by Certified Mail, of the specific provisions of the California Labor Code that Defendants are alleged to have violated. A true and correct copy of the notice is attached hereto as “**EXHIBIT 2.**”

13. Since the above-captioned action was commenced, Plaintiff’s Counsel has litigated the case for several years and was actively preparing the matter for class certification and trial. Counsel for the Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Lynn S. Frank, Esq. (the “Mediator”), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of mediation and settlement discussions, counsel for the Parties exchanged extensive information and

engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, Defendants' financial condition, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, both sides conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to both sides was not easy. Defendants and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Plaintiff's Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting extensive investigations, informal discovery, exchange of information, and settlement negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members and of the Released PAGA Claims of the State of California and PAGA Employees, against the Released Parties.

14. Prior to reaching the Settlement, Plaintiff's Counsel investigated the veracity, strength, and scope of the claims, and was preparing for class certification and trial. Plaintiff's Counsel conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of documents and data obtained from Defendant, Plaintiff, and other sources. The large volume of documents and data that Plaintiff's Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, (including, and not limited to, time records, earnings records, job application, resume, W-4, Employment Eligibility verification form, Arbitration agreement, employer handbook acknowledgement form), a random sampling of Class Members' time data and wage records, Defendants' operations and employment practices, forms, procedures, and policies (including, and not limited to, Employee Handbook, Job descriptions), among other information

1 and documents. Class Counsel interviewed Plaintiff and conducted investigations to gather
2 information regarding the facts and circumstances surrounding Plaintiff's and putative class
3 members' employment and to identify potential witnesses. Counsel for the Parties also met and
4 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
5 the production of documents and data prior to the mediation. Class Counsel also drafted pleadings
6 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
7 negotiations, among other tasks.

8 15. Counsel for the Parties have also invested time researching and investigating the
9 applicable law, which is often evolving as it relates to certification, representative PAGA claims,
10 off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims
11 and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Plaintiff's
12 Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

13 16. The Settlement provides for a Settlement Sum of Seven Hundred Twenty Thousand
14 Dollars and Zero Cents (\$720,000.00). The Net Settlement Sum is the Settlement Sum, less the
15 following payments in the amounts approved by the Court: Attorneys' Fees and Costs,
16 Enhancement Award, PAGA Penalties, and Settlement Administrator Costs. Assuming that the
17 amounts allocated under the Settlement toward these payments are awarded by the Court, the Net
18 Settlement Sum that will be available for distribution to Settlement Class Members is currently
19 estimated to be estimated to be Three Hundred Twenty Thousand Dollars and Zero Cents
20 (\$320,000.00). Additionally, 75% of the PAGA Amount (i.e., the LWDA Payment), which is
21 \$75,000.00 out of \$100,000.00, will be distributed to the LWDA and 25% of the PAGA Amount
22 which is \$25,000.00 out of \$100,000.00, will be distributed to PAGA Group Members (i.e.,
23 Individual PAGA Payment"). The Net Settlement Sum will be fully distributed to Participating
24 Class Members and the PAGA Penalties will be fully distributed to the LWDA and PAGA Group
25 Members, in accordance with the terms of the Settlement, and there is no reversion to Defendant.

26 17. The Parties have agreed to retain Simpluris, Inc. ("Settlement Administrator" or
27 "Simpluris") to handle the notice and settlement administration process. The Parties respectfully
28 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement

1 Administrator. Defendants will provide the Class List to the Settlement Administrator, which
2 shall include each Settlement Class Member's and each PAGA Group Member's full name, last-
3 known mailing address, telephone number, Social Security number, number of Workweeks
4 employed by Defendants as a non-exempt employee in California during the Class Period, number
5 of Pay Periods, and such other information as will be necessary for the Settlement Administrator
6 to determine Workweeks and Pay Periods disputes. The Settlement Administrator will calculate
7 each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement
8 Share") and estimated share of the PAGA Penalties allocated to PAGA Group Members
9 ("Individual PAGA Payment"). The Settlement Administrator will also receive Request for
10 Exclusion, Notices of Objections, and disputes regarding Workweeks and/or PAGA Pay Periods;
11 provide necessary reports and declarations; post information of interest to Class Members;
12 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
13 informational and other tax filings and documents; issue and transmit all payments provided for
14 by the Settlement, including and not limited to, mailing payments to Settlement Class Members
15 and PAGA Employees; and perform any other usual and customary duties for administering a
16 class action settlement. Settlement Administrator Costs are currently estimated not to exceed
17 Thirteen Thousand Dollars and Zero Cents (\$13,000.00) and will be paid out of the Settlement
18 Sum, subject to approval of the Court.

19 18. Based on investigation and information discovered, Plaintiff's Counsel believes that
20 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
21 that Defendants, with respect to Plaintiff and the putative class members, *inter alia*, failed to
22 properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and
23 to pay associated premium pay, failed to timely pay wages during employment and upon
24 termination of employment, failed to provide compliant wage statements, failed to maintain
25 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
26 engaged in unfair business practices in violation of California Business and Professions Code
27 section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private
28 Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also

1 asserted that she and putative class members were expected to perform similar job duties and were
2 subject to the same or similar operations and employment policies, practices, and procedures.
3 Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff
4 and putative class members were substantially the same during the time period at issue. As a result
5 of said alleged uniform practices, Plaintiff claims that she and putative class members were not
6 paid all of the compensation that was owed to them by Defendants. Thus, in Plaintiff's Counsel's
7 view, it is clear that the outcome of this litigation would be determined by Defendants' uniform
8 operations and employment practices, policies, and procedures that Plaintiff alleges applied across
9 Defendants' hourly-paid or non-exempt employees in California during the relevant time period.

10 19. Plaintiff's Counsel is aware of the defenses and position of Defendants but believes
11 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff's
12 Counsel has also taken into account the uncertainty and risk of the outcome of further litigation,
13 and the difficulties and delays inherent in such litigation, including those involved in class
14 certification and/or representative adjudication. Plaintiff's Counsel further recognizes the burdens
15 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses,
16 and the difficulties in establishing entitlement to monetary recovery. Plaintiff's Counsel has also
17 considered the settlement discussions, as well as the evaluations of the mediator, who is
18 experienced and well-regarded in complex labor and employment matters.

19 20. Defendants, on the other hand, denied and continues to deny any liability and
20 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
21 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
22 the Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides have
23 also had the opportunity to conduct investigations and gather documents and information relating
24 to Plaintiff's and Class Members' employment with Defendants, and Defendants' operations and
25 employment policies, practices, and procedures. Counsel for the Parties also reviewed and
26 analyzed thousands of documents and data, including but not limited to a detailed sampling of
27 Class Members' time and pay information, to determine the potential value and strength of the
28 claims. The available information enabled Plaintiff's Counsel to assess and value the class and

1 PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly,
2 counsel for the Parties have conducted adequate investigation and discovery to be sufficiently
3 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
4 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
5 account the strengths and weaknesses of each side's position and the uncertainty of how the case
6 might have concluded at certification, trial, and/or appeals.

7 21. The Settlement Agreement provides for Plaintiff's Counsel to apply for Attorneys'
8 Fees and Costs in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
9 (i.e., \$252,000.00) and reimbursement of expenses and costs in an amount not to exceed Twenty-
10 Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the Settlement
11 Sum, subject to approval by the Court. It should be noted that Plaintiff's Counsel has borne all of
12 the risks and costs of litigation and will not receive any compensation until recovery is obtained.

13 22. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and
14 Zero Cents (\$10,000.00) to Plaintiff as an Enhancement Award, to be paid out of the Settlement
15 Sum subject to approval by the Court. Plaintiff spent considerable time and effort to produce
16 relevant documents and past employment records and to provide the facts and evidence necessary
17 to attempt to prove the allegations. Plaintiff was available whenever Plaintiff's Counsel needed
18 Plaintiff, and actively tried to obtain and provide information that would facilitate the pursuit of
19 the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an
20 Enhancement Award, in addition to an Individual Settlement Payment and Individual PAGA
21 Payment, for services performed in the matter on behalf of the Class, State of California, and
22 PAGA Employees.

23 **FEE SPLIT ARRANGEMENT**

24 23. Lawyers for Justice, PC has not entered into a fee splitting agreement or arrangement
25 with any other counsel.

26 **RELATION TO PROPOSED CY PRES RECIPIENT**

27 24. I made reasonable inquiry of Plaintiff and other members at Lawyers for Justice, PC
28 and to the best of my knowledge, neither I, Plaintiff, nor other members at Lawyers for Justice,

1 PC, have any relationship with the proposed *cy pres* recipient My Sister's House, located in
2 Sacramento, California, a nonprofit organization or foundation consistent with Code of Civil
3 Procedure Section 384, subd. (b) (the "Cy Pres Recipient").

4 25. Plaintiff's Counsel submits that the Settlement is fair, reasonable, and adequate, and
5 is in the best interests of Plaintiff, the Class, PAGA Group Members, and the State of California.
6 Plaintiff's Counsel further submits that the Settlement is within an acceptable range of recovery
7 for this type of litigation given the strengths and weaknesses of the case, the inherent costs and
8 risks of further litigation, and the costs and risks associated with class certification, representative
9 adjudication, trial, and/or appeals.

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

12 Executed on this 27th day of February 2024, at Glendale, California.

13 

14 _____
Jeremy Stern

EXHIBIT 1

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement” or “Settlement” or “Settlement Agreement”) is made between Plaintiff Krystal Camina (“Plaintiff”), on behalf of herself and all others similarly situated (the “Putative Class”) and on behalf of the State of California with respect to PAGA Employees (the “PAGA Settlement Class Members”), on the one hand, and Defendants Wok in the Park, LLC, and Cafeteria 15L (together, “Defendants”) on the other. Plaintiff and Defendants will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

A. RECITALS

WHEREAS, Plaintiff was employed by Defendants during the alleged “Class Period,” defined as the period between August 12, 2016 and April 22, 2022;

WHEREAS, on August 12, 2020, Plaintiff filed a Class Action Complaint for Damages (“Class Complaint”) thereby commencing the lawsuit entitled *Krystal Camina v. Wok in the Park, LLC, et al.*, Superior Court of California, Sacramento County, Case No. 34-2020-00283344 (“Class Action”), against Defendants alleging ten causes of action for violations of the California Labor Code for (1) failure to pay overtime; (2) failure to provide compliant meal periods and associated premium payments; (3) failure to provide compliant rest periods and associated premium payments; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to maintain requisite payroll records; (9) failure to reimburse necessary business-related expenses and costs, and; (10) violations of California Business and Professions Code § 17200, *et seq.*;

WHEREAS, on September 10, 2020, Lawyers for Justice, PC (“Class Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendants on behalf of Plaintiff, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-805794-20 (the “PAGA Notice”);

WHEREAS, on November 17, 2020 Plaintiff filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“PAGA Complaint”) against Defendants, thereby commencing the lawsuit entitled *Krystal Camina v. Wok in the Park, LLC, et al.*, Superior Court of California, Sacramento County, Case No. 34-2020-00289018 (“PAGA Action”);

WHEREAS, for the purposes of this Agreement, the Class Action Complaint, the PAGA Notice, and the PAGA Complaint will be referred to collectively as the “Action”;

WHEREAS, Defendants deny the validity of Plaintiff's claims in the Action; however, for the purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, the Parties want to resolve and settle the dispute that has arisen between them, as well as any other claims, asserted or not asserted, that either Party may have against the other arising out of facts or events occurring up to and including the date of execution of this Agreement; and

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

B. DEFINITIONS

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

1. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Action.

2. "Class Counsel" means Arby Aiwarzian, Joanna Ghosh, and Annabel Blanchard of Lawyers for Justice, PC, counsel for Plaintiff, who will seek to be appointed counsel for the Class.

3. "Class List" means a complete list of all Settlement Class Members and PAGA Group Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Settlement Class Member's and each PAGA Group Member's full name, last-known mailing address, telephone number, Social Security number, number of Workweeks employed by Defendants as a non-exempt employee in California during the Class Period, number of Pay Periods, and such other information as will be necessary for the Settlement Administrator to determine Workweeks and Pay Periods disputes. The Parties agree that the Settlement Class Members' and PAGA Group Members' contact information and Social Security numbers will be used only by the Settlement Administrator and counsel for the sole purpose of effectuating the Agreement.

4. "Class Members" or "Settlement Class Members" shall mean all individuals who are or were employed by Defendants as hourly non-exempt employees in California from August 12, 2016 through April 22, 2022. Defendants represent that the number of Settlement Class Members is approximately 574.

5. "Class Notice" means notice of this Settlement, to be provided in English and Spanish languages, informing Settlement Class Members of the basic information regarding the terms of the Settlement, how to submit objections to the Class Settlement, how to submit requests for exclusion from the Class Settlement, estimated shares of the Net Settlement Sum and if applicable, 25% of the PAGA Employees' Share, how to dispute the allocated number of

Workweeks, and the date for a Final Approval Hearing, in substantially the form attached hereto as **Exhibit A**.

6. “Class Period” means the period of time between August 12, 2016 and April 22, 2022.

7. “Class Representative” or “Plaintiff” means Krystal Camina.

8. “Class Released Claims” means any and all claims asserted in Plaintiff’s Class Complaint in the Class Action or which could have been asserted based on the factual allegations in the Class Complaint in the Class Action, other than those arising under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, arising during the Class Period, including but not limited to, claims for failure to pay all wages (including minimum, regular, and overtime wages, failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001, and unfair business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

9. “Class Settlement” means the settlement and resolution of all Class Released Claims.

10. “Court” means the Superior Court of the State of California for the County of Sacramento.

11. “Defendants” means Wok in the Park, LLC and Cafeteria 15L.

12. “Effective Date” means the date the Final Approval Order and Judgment becomes final, which is the latest of: (i) if there is no appeal of the Court’s Final Approval Order and Judgment, then the date that is sixty-five calendar days after the filing of a notice of entry regarding the Final Approval Order and Judgment; (ii) if there is an appeal of the Court’s Final Approval Order and Judgment, the date the Final Approval Order and Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review in the California Supreme Court; and/or (iii) if a petition for review is filed in the California Supreme Court, the date of denial of the petition for review, or the date the judgment is affirmed pursuant to such petition.

13. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Settlement Sum.

14. “Enhancement Award” means the amount of up to ten thousand dollars (\$10,000.00) to be paid to Plaintiff Krystal Camina subject to Court approval, in recognition of her efforts and work in prosecuting the Action on behalf of Settlement Class Members, the State of California, and the PAGA Group Members.

15. “Final Approval” means the entry of the Final Approval Order and Judgment.

16. “Final Approval Order and Judgment” means the Court’s order finding that the Settlement is fair, reasonable, and adequate and entry of judgment pursuant to the Settlement.

17. “Final Approval Hearing” means the hearing at which the Court will determine whether the Settlement is fair, reasonable, and adequate and whether judgment should be entered pursuant to the Settlement.

18. “Individual PAGA Payment” means a PAGA Group Member’s *pro rata* share of the PAGA Employees’ Share that a PAGA Group Member is eligible to receive for the PAGA Settlement.

19. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

20. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Sum that a Settlement Class Member may be eligible to receive for the Class Settlement.

21. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties, or seventy-five thousand dollars (\$75,000.00) that the Parties have agreed to pay to the LWDA for the PAGA Settlement.

22. “Net Settlement Sum” means the portion of the Settlement Sum that is available for distribution to Participating Class Members, which is the Settlement Sum less the Court-approved Enhancement Award, Settlement Administrator Costs, PAGA Penalties, and Attorneys’ Fees and Costs.

23. “Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Settlement Class Member’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

24. “PAGA Employees’ Share” means the twenty-five percent (25%) portion of the PAGA Penalties, or twenty-five thousand dollars (\$25,000.00), to be distributed to PAGA Group Members on a *pro rata* basis based on their Pay Periods during the PAGA Period.

25. “PAGA Penalties” means the amount of one hundred thousand dollars (\$100,000.00) from the Settlement Sum allocated for the settlement and resolution of the PAGA Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties, or seventy-five thousand dollars (\$75,000.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining twenty-five percent (25%), or twenty-five thousand dollars (\$25,000.00) (i.e. the PAGA Employees’ Share), will be distributed to PAGA Group Members on a *pro rata* basis based on their Pay Periods during the PAGA Period.

26. “PAGA Period” means the period of time from September 10, 2019 through April 22, 2022.

27. “PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* arising during the PAGA

Period asserted in the PAGA Notice and/or PAGA Complaint in the PAGA Action or which could have been asserted based on the factual allegations in the PAGA Notice or PAGA Complaint in the PAGA Action, for failure to pay all wages (including minimum, regular, and overtime wages, failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

28. “PAGA Settlement” means the settlement and resolution of all PAGA Released Claims.

29. “PAGA Group Member(s)” all individuals who are or were employed by Defendants as a non-exempt employee in California during the PAGA Period.

30. “Participating Class Member(s)” means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

31. “Pay Periods” means any semi-monthly (i.e., twice per month) pay period in which a PAGA Group Member worked at least one (1) day for Defendants as a non-exempt employee in California during the PAGA Period.

32. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

33. “Released Parties” shall collectively mean Defendants and each of their past, present and future parent companies, subsidiaries, affiliates, insurers, re-insurers, principals and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, re-insurers, predecessors, and successors and assigns of any of the foregoing.

34. “Request for Exclusion” means a Settlement Class Member’s timely and valid written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Settlement Class Member’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

35. “Response Deadline” means the deadline by which Settlement Class Members must submit a Request for Exclusion, Workweeks Dispute, and/or Objection, which will be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal Holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that the Class Notice is re-mailed to a Settlement Class Member, the Response Deadline for that Settlement Class Member will be extended to the date that is fifteen (15) calendar days after the original Response Deadline.

36. "Settlement Administrator" means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. "Settlement Administrator Costs" means the costs of up to thirteen thousand dollars (\$13,000.00) payable from the Settlement Sum, subject to Court approval, to the Settlement Administrator for administering the Settlement.

38. "Settlement Sum" means the amount of seven hundred twenty thousand dollars (\$720,000.00) to be paid by Defendants in full resolution of all Class Released Claims, PAGA Released Claims, and the Action, which is inclusive of the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, and Settlement Administrator Costs. Defendants shall pay the Employer Taxes separately, and in addition to the Settlement Sum. The Settlement Sum is subject to increase, as provided in Paragraph C.9 below.

39. "Workweeks" means any week in which a Settlement Class Member worked at least one (1) day for Defendants as a non-exempt employee in California during the Class Period.

40. "Workweeks Dispute" means a Settlement Class Member's written letter disputing the information on the Class Notice as to his or her Workweeks, which must: (a) contain the case name and number of the Class Action; (b) contain the Settlement Class Member's full name, signature, address, telephone number, and last four (4) digits of his or her Social Security number; (c) clearly state that the Settlement Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and € be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

C. TERMS OF AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties (as defined herein). Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final Court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Settlement Sum. In consideration for the releases as described herein, and subject to Court approval of this Agreement, Defendants agree to pay the gross amount of seven hundred twenty thousand dollars (\$720,000.00) (the "Settlement Sum"), subject to increase as provided in Paragraph C.9 below in satisfaction of the claims herein, subject to the following terms and conditions:

- a. Enhancement Award: The Parties agree that of the Settlement Sum, ten thousand dollars (\$10,000.00) will be designated to the named Plaintiff, subject to approval by the Court, as an Enhancement Award in addition to any Individual Settlement Payment and/or Individual PAGA Payment she may be eligible to receive, for her time, effort, and expense associated with being the named representative and participating in the Action as class representative and PAGA representative. This payment will be reported as 1099 income. Defendants will not oppose any such application for an Enhancement Award described herein so long as it is consistent with the amount herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff acknowledges her responsibility for any and all taxes. Should the Court approve less than the amount provided for in this paragraph, the difference will be a part of the Net Settlement Sum for distribution to the Participating Class Members and said reduced approval amount shall not be cause to invalidate the Agreement;
- b. Settlement Administrator Costs: The Parties agree that up to thirteen thousand dollars (\$13,000.00) of the Settlement Sum will be for the Settlement Administrator Costs of a third-party administrator, subject to approval by the Court. The costs of the Settlement Administrator shall be paid from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this paragraph, the difference will be a part of the Net Settlement Sum for distribution to the Participating Class Member;
- c. Attorneys' Fees and Costs: The Parties agree that up to thirty five percent (35%) of the Settlement Sum (*i.e.*, \$252,000.00 if the Settlement Sum remains \$720,000) will be allocated to the payment of attorneys' fees incurred in the Action ("Attorneys' Fees"). Defendants will not oppose any request for attorneys' fees so long as it does not exceed this threshold. Plaintiff's Counsel will also be entitled to the actual litigation costs from the Settlement Sum as approved by the Court in an amount not to exceed twenty-five thousand dollars (\$25,000.00) ("Litigation Costs"). Together, the Attorneys' Fees and Litigation Costs shall be referred to as "Attorneys' Fees and Costs." These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the court approve less than the amounts provided for in this paragraph, the difference will be a part of the Net Settlement Sum for distribution to the Participating Class Members and said reduced approval amount shall not be cause to invalidate the Agreement;
- d. PAGA Penalties: The Parties agree that of the Settlement Sum, a PAGA Penalties payment in the amount of one hundred thousand dollars (\$100,000.00) shall be allocated to settle the PAGA claims or other amount if ordered by the Court, with 75% of the PAGA Penalties payment (*e.g.*, \$75,000.00) to be paid to the LWDA, and the remaining 25% (*e.g.*, \$25,000.00) to be paid to the PAGA Group Members, pursuant to California Labor Code section 2699(i). Specifically, each PAGA Group Member's individual share of the PAGA Employees' Portion (*i.e.*, Individual PAGA Payment") will be determined by the Settlement Administrator by taking the

number of Pay Periods each PAGA Group Member worked during the PAGA Period and dividing that by the total number of Pay Period all PAGA Group Members worked during the PAGA Period and multiplying that fraction by the PAGA Employees' Portion. Should the Court require more or less of the Settlement Sum be allocated to PAGA Penalties, said modified approval amount shall not be cause to invalidate the Agreement. Should the Court approve less than the amount provided for in this paragraph, the difference will be a part of the Net Settlement Sum for distribution to the Participating Class Members;

- e. The Parties agree that all employer-side payroll taxes associated with payment to Participating Class Members shall be paid by Defendants and shall be separate and in addition to the gross Settlement Sum. The Plaintiff and Class Members shall be responsible for any and all tax obligations, other than payroll taxes, associated with any payments they receive as part of the Settlement Sum;
- f. There shall be a Net Settlement Sum that is distributed to Participating Class Members. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraphs C.2.a through C.2.d, above (i.e., Attorneys' Fees and Costs, Settlement Administrator Costs, PAGA Penalties, and Representative Enhancement Award). All Participating Class Members will receive a portion of the Net Settlement Sum on a *pro rata* basis, based on the number of Workweeks credited to them. Specifically, the Individual Settlement Shares will be determined by the Settlement Administrator by taking the number of Workweeks each individual Participating Class Member worked during the Class Period and dividing that by the total number of Workweeks all Participating Class Members worked during the Class Period and multiplying that fraction by the Net Settlement Sum.

The anticipated Net Settlement Sum is approximately \$320,000.00. The Parties estimate the amount of the Net Settlement Sum to be calculated as follows:

Settlement Sum:	\$720,000.00
Requested Enhancement Award:	\$10,000.00
Requested Attorneys' Fees:	\$252,000.00
Requested Litigation Costs (not to exceed):	\$25,000.00
Payment to the to LWDA:	\$75,000.00
Payment to PAGA Group Members:	\$25,000.00
Settlement Administrator Costs (not to exceed):	\$13,000.00
Estimated Net Settlement Sum	\$320,000.00

3. Releases of Claims. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

- a. Release under Class Settlement: As of the Effective Date and full funding of the Settlement Sum, and by operation of the Final Approval Order and Judgment, Participating Class Members shall release and forever discharge the Released Parties from the Released Class Claims. The release shall not extend to any claims outside of the Class Period.
- b. Release under PAGA Settlement: As of the Effective Date and full funding of the Settlement Sum, and by operation of the Final Approval Order and Judgment, the State of California with respect to PAGA Group Members and the PAGA Group Members shall release and forever discharge the Released Parties from the Released PAGA Claims. The release shall not extend to any claims outside of the PAGA Period. PAGA Group Members may not opt out of the PAGA Settlement.
- c. Individual Release by Plaintiff: As of the Effective Date and full funding of the Settlement Sum, and by operation of the Final Approval Order and Judgment, Plaintiff shall release and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which they ever had, now have, or may have in the future with regard to any claims made, or which could have been made, in the Action including, but not limited to, violations of the Civil Rights Act of 1964, as amended; 42 U.S.C. section 1981; the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); Section 503 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Fair Labor Standards Act (including the Equal Pay Act); the California and the United States Constitution; the Family and Medical Leave Act; the California Family Rights Act; the Worker Adjustment and Retraining Notification Act; the Plaintiff Retirement Income Security Act; the Immigration Reform and Control Act; the California Government Code of the California Industrial Welfare Commission's ("IWC") Wage Orders; violations of the California Private Attorneys General Act; violations of the California Labor Code, including, but not limited to, §§ 201, 202, 203, 204, 206, 210, 215, 216, 218.6, 223, 225, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 246 et seq., 351, 354, 408, 510, 512, 553, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1997.1, 2698 et seq., 2699 et seq., 2800, 2802; violations of California Business and Professions Code § 17200 et seq.; and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including the Effective Date of this Agreement.
- d. California Civil Code Section 1542 Waiver by Plaintiff. Plaintiff hereby agrees that all rights under section 1542 of the Civil Code of the State of California are hereby

waived as to the individual claims Plaintiff may have against Defendants. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

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

4. Motion for Preliminary Approval of Class Action Settlement. Plaintiff and Class Counsel shall make their best efforts to file a motion seeking preliminary approval of this Agreement concurrent with seeking the Court's certification of the class for settlement purposes as soon as reasonably possible after this Agreement is executed by the Parties. The motion seeking preliminary approval shall be filed within thirty (30) calendar days of the Settlement Agreement being fully executed. Defendants agree to cooperate with Plaintiff in these efforts so that the motion seeking preliminary approval and concurrent certification of the class for settlement purposes is filed in a timely manner.

5. Notice and Settlement Administration. The Parties agree that Class Counsel and Defendants' Counsel will select the Settlement Administrator to process and distribute the Settlement Sum in accordance with the Agreement. If a Settlement Administrator is not named in this Agreement, the Parties will agree upon a Settlement Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Class Counsel filing a motion seeking preliminary approval of this Settlement. In addition, and subject to Court approval, timelines, and methods related to the administration of this Settlement shall be as follows:

- a. The Settlement Administrator shall mail and distribute to all Settlement Class Members a notice of this settlement, in English and Spanish languages, in substantially the form attached hereto as **Exhibit A**.
- b. All Participating Class Members will receive a portion of the Net Settlement Sum on a *pro rata* basis based on their Workweeks as described in Paragraph C.2.f above.
- c. Individual Settlement Shares will be reduced for the employee's share of taxes and withholdings with respect to the wages portion of their Individual Settlement Shares. The net payment to each Participating Class Member is their "Individual Settlement Payment."
- d. Twenty percent (20%) of each Individual Settlement Share shall be deemed payment for settlement of claims for wages and will be subject to appropriate deductions and withholdings calculated and made by the Settlement Administrator. Eighty percent (80%) of each Individual Settlement Share shall be deemed payment for settlement of non-wage claims (*i.e.*, for penalties, liquidated damages,

and interest), and the Settlement Administrator will not undertake any deductions or withholdings for this portion. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to non-wage damages, penalties, and interest will be reported on an IRS Form 1099 by the Settlement Administrator.

- e. All PAGA Group Member will receive a portion of the PAGA Employees' Portion on a *pro rata* basis based on their Pay Periods as described in Paragraph C.2.d above. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.
- f. Within fourteen (14) calendar days after the date that the Court grants Preliminary Approval of this Agreement, Defendants shall provide the Class List to the Settlement Administrator.
- g. The Class List, and any other data provided by Defendants to the Settlement Administrator, shall be treated as confidential and not subject to disclosure by the Settlement Administrator except: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a Settlement Class Member, or to any third party; (b) to allow Defendants' Counsel and Class Counsel to review and confirm the calculation of Class Members' estimated Individual Settlement Share and PAGA Group Members' estimated Individual PAGA Payments are accurate and based on the correct Workweeks and Pay Periods information; and (c) as is otherwise necessary for the Settlement Administrator to perform its obligations described in this Agreement. Further, the Settlement Administrator shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data (and all copies of it) in a complete and secure manner when such data is no longer required for purposes of this Agreement. The Settlement Administrator shall ensure that the Class Notice and any other communications to Settlement Class Members shall not include the Settlement Class Members' Social Security numbers, except for the last four digits.
- h. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Settlement Administrator will provide the Parties the spreadsheet showing the Settlement Administrator's calculations for anticipated payments to Settlement Class Members, the allocation of Workweeks to Settlement Class Members, anticipated payments to PAGA Group Members, and the allocation of Pay Periods to PAGA Group Members. The Settlement Administrator may redact any identifying information and instead use an employee number to differentiate Settlement Class Members or PAGA Group Members (except as to the named Plaintiff in the Action) in order to protect Settlement Class Members' or PAGA Group Members' confidential information. This will allow Plaintiff and Defendants the opportunity to review the Settlement Administrator's calculations, and the Settlement Administrator will confirm receipt and approval of

the spreadsheet by the Parties prior to disbursing the Class Notice, as noted below.

- i. Within thirty (30) calendar days from the date the Court preliminarily approves this Agreement, the Settlement Administrator will perform a National Change of Address ("NCOA") check for Settlement Class Members' and PAGA Group Members' most current addresses based on the information provided by Defendants and will mail the Court approved Class Notice to the Settlement Class Members and PAGA Group Members. The Settlement Class Members will have forty-five (45) days from the date of mailing the Class Notice in which to postmark Workweek Disputes, Requests for Exclusion, and/or Objections (i.e., the Response Deadline). For any Class Notice returned prior to the Response Deadline, as undeliverable or notifying the Settlement Administrator that the Settlement Class Member is no longer at the address, the Settlement Administrator shall perform a skip-trace on that individual and re-mail the Class Notice within three (3) business days of receiving information that the mailing was undeliverable or the Settlement Class Member was no longer at the address, to the new address found under the skip-trace. Individuals who have Class Notices re-mailed to them shall have their Response Deadline extended by fifteen (15) calendar days.
- j. The Settlement Administrator will investigate and will have the final decision on Workweeks Disputes. The Settlement Administrator shall provide weekly reports to the Parties regarding the administration status, *i.e.* number of Requests for Exclusion, Objections, and Workweek Disputes submitted and the current status of any Requests for Exclusion, Objections, or Workweek Disputes received.
- k. Within seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide a declaration to be submitted to Court detailing the administration process thus far, the number of Objections received, the number of Requests for Exclusion received, the number of Workweeks Disputes submitted, and the final status of all such items. The Settlement Administrator shall also attach copies of all Objections received as one or more exhibits to the declaration. The Settlement Administrator shall also identify the individuals who submitted timely and valid Requests for Exclusion, in the declaration. Class Counsel shall file the declaration with the Court in conjunction with filing the motion for final approval of the Settlement and, if necessary, a supplemental declaration from the Settlement Administrator before or after the Final Approval Hearing, as may be required to obtain the Court's final approval of the Settlement.
- l. Within thirty (30) days after the entry of the Final Approval Order and Judgment, the Settlement Administrator shall provide the Parties the final calculations of the Net Settlement Sum, the Individual Settlement Payments to Participating Class Members, the Individual PAGA Payments to PAGA Group Members, and the final amount of Employer Taxes. The Settlement Administrator may redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and

approve the final distribution amounts to Settlement Class Members and PAGA Settlement Class Members.

- m. After entry of the Final Approval Order and Judgment, a copy thereof shall be provided to the Settlement Administrator and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for a period of at least sixty (60) calendar days. The Parties agree that the Court shall be requested to find or otherwise order that this is sufficient notice pursuant to California Rules of Court 3.771. No individualized notice of the Final Approval Order and Judgment will be required to be provided to the Class.
- n. Within thirty (30) calendar days of the Effective Date, Defendant will make a one-time deposit of the gross Settlement Sum plus an amount sufficient for Employer Taxes into a settlement account to be established by the Settlement Administrator.
- o. Within seven (7) calendar days after the Defendant deposits the Settlement Sum and Employer Taxes in the account established by the Settlement Administrator, the Settlement Administrator, only upon approval by the Parties of the final distribution amounts (which approval shall not be withheld unless there is a material error or inconsistency in the manner of calculation such that it does not conform to the Court's Final Approval Order and Judgment), will mail to Participating Class Members their Individual Settlement Payments and will mail to PAGA Group Members their Individual PAGA Payments. The Settlement Administrator will also distribute the Court-approved Attorneys' Fees and Costs to Class Counsel, Representative Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and the Settlement Administrator Costs to itself, at this time.
- p. Participating Class Members and PAGA Group Members shall have one hundred and twenty (120) days to cash, deposit, or otherwise negotiate their respective settlement checks under this Agreement ("Check-Cashing Deadline"). After the Check-Cashing Deadline, the checks will be voided and will not be reissued, and any remaining funds associated with checks issued to Participating Class Members and PAGA Group Members will be paid out in accordance with California Code of Civil Procedure section 384(b) to My Sister's House, located in Sacramento, California as the *cy pres* beneficiary. The Parties and their counsel each represent that they do not have any financial interest or other relationship or interest in the proposed *cy pres* beneficiary that could create a conflict of interest. No amount of the Settlement Sum will revert to Defendants for any reason.
- q. Within ten (10) calendar days after the Settlement Administrator distributes the unclaimed funds, or sooner if required by Court order, the Settlement Administrator shall provide the Parties a declaration outlining the settlement administration process and completion of payments to payees as provided herein.
- r. The Parties agree that the Settlement Class Members' and PAGA Settlement Class Members' contact information and Social Security numbers will be used only

by the Settlement Administrator and counsel for the sole purpose of effectuating the Agreement.

6. Class Counsel. The Parties agree to the designation of Lawyers *for* Justice, PC as Class Counsel for purposes of the Settlement.

7. Class Representative. The Parties agree to the designation of Plaintiff Krystal Camina as the class representative for purposes of the Settlement.

9. Escalator Clause. It was represented to Plaintiff's Counsel at the time of the mediation that there were approximately 586 putative class members who worked 28,554 Workweeks during the period August 12, 2016 through February 1, 2022. The Parties agree that to the extent the number of Workweeks during the Class Period (which is the period from August 12, 2016 through April 22, 2022) increases beyond 28,554 by more than 10% (i.e., exceed 31,399), Plaintiff shall have the option to increase the total settlement amount by a proportionate amount beyond the initial 10%. (If the number of Workweeks increases by 11%, the total increase to the settlement will be 1%.).

10. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action.

11. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and/or applicable federal law and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code and related federal law.

12. Opt-Out Contingency. If more than ten percent (10%) of the Settlement Class Members submit valid and timely Requests for Exclusion, Defendants may, in their sole discretion, choose to reject and invalidate the Settlement. Defendants shall have ten (10) calendar days from the date the Settlement Administrator indicates the number of Class Members who opted out to inform Class Counsel in writing of their decision to exercise this option to reject and invalidate the Settlement. However, Defendants agree to pay the costs of the Settlement Administrator incurred in administering the Settlement up to the date Defendants choose to exercise an option to reject and invalidate the Settlement.

13. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic, electronic, or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use DocuSign or other similar electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

14. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties. However, neither Plaintiff nor Class Counsel shall be prevented from undertaking submissions to the Court regarding the Agreement and Action, in order to demonstrate Plaintiff's adequacy to be a class representative, typicality or other class suitability factors, and/or the fairness, adequacy, and reasonableness of the settlement to obtain Court approval of the Settlement. Nor are Plaintiff or Class Counsel prohibited from undertaking required submission of information and documents to the LWDA pursuant to PAGA, or to answer questions that Settlement Class members, the LWDA, or the PAGA Group Members may have about the Settlement or the Action.

15. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims with respect to payment of the Settlement Sum shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth herein. If, despite the provisions of this Paragraph, any Released Party receives any claims, including a claim for contribution, any indemnity arising out of a claim with respect to payment of the Settlement brought against another person in an interest in the claims of Plaintiff, Plaintiff shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Party is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Released Party but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Action. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting Final Approval of the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject

to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

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

19. Amendment. The Parties may only amend or modify any provisions of this Agreement by written agreement signed by counsel for all Parties, subject to Court approval.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

IT IS SO AGREED:

08/08/2023

Dated: August __, 2023

Electronically Signed 2023-08-08 23:43:42 UTC - 172.56.81.83
Nitrix AssureSign® 0325b009-a893-40f3-b9c2-b05801863db2

KRYSTAL CAMINA

Dated: August __, 2023

WOK IN THE PARK, LLC (CAFETERIA 15L)

By: _____

Print Name: _____

Title: _____

Approved as to form and content:

LAWYERS FOR JUSTICE, PC



Dated: August 8, 2023

Arby Aiwanian
Joanna Ghosh
Annabel Blanchard
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: August __, 2023

Alden J. Parker
Gregory L. Blueford
Counsel for Defendants

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The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

IT IS SO AGREED:

Dated: August ___, 2023

KRYSTAL CAMINA

Dated: August 16, 2023

WOK IN THE PARK, LLC (CAFETERIA 15L)

By: 
Curtis Wong (s) 16, 2023 16:32 PDT

Print Name: Curtis Wong

Title: Managing Member

Approved as to form and content:

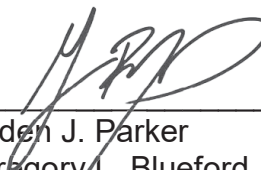
LAWYERS FOR JUSTICE, PC

Dated: August ___, 2023

Arby Aiwarzian
Joanna Ghosh
Annabel Blanchard
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: August 16, 2023



Alden J. Parker
Gregory L. Blueford
Counsel for Defendants

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO**

KRYSTAL CAMINA, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

WOK IN THE PARK, LLC., CAFETERIA 15L, and
DOES 1 thru 100, inclusive,

Defendants.

CASE NUMBERS:
34-2020-0028334; and
34-2020-00289018

**NOTICE OF CLASS AND
REPRESENTATIVE ACTION AND
PROPOSED SETTLEMENT**

TO: All individuals who are or were employed by Wok in the Park, LLC., or Cafeteria 15L as hourly non-exempt employees in California from August 12, 2016 through April 22, 2022.

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS
NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND
OBLIGATIONS**

A class and representative action settlement ("Settlement") has been proposed in the lawsuit referenced above, pending in the Superior Court of California, County of Sacramento ("Court") titled *Krystal Camina v. Wok in the Park, LLC., et al.* Case Nos. 34-2020-00289018 & 34-2020-0028334 (the "Action"). If the Court gives final approval to the Settlement, Defendants Wok in the Park, LLC., and Cafeteria 15L. ("Defendants") will provide each Participating Class Member a payment calculated, in part, based on the number of weeks worked by each Participating Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, Simpluris, Inc. at the toll-free phone number provided in this Notice.

1. GENERAL INFORMATION

The Court preliminarily approved a settlement of the class and representative action claims asserted by Plaintiff Krystal Camina ("Plaintiff") in the Action. If you were employed by Defendants within the State of California and were hourly-paid or classified as non-exempt between August 12, 2016 and April 22, 2022, you are eligible to receive payment from the Settlement.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendants' payroll records, you are a Settlement Class Member who worked approximately ____ Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as an employee of Defendants may be considered compensable Workweeks under the Settlement. The Class Period is the time period between August 12, 2016 and April 22, 2022. Based on information currently available we estimate your total share of the Settlement will be approximately \$ _____. This is only

an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's orders.

Defendants respect your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by Court.	
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendants regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: [45 days from mailing of notice]
OBJECT	If you wish to object to the Settlement, you must submit your objections (i.e., why you do not believe the Settlement is fair or adequate) to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: [45 days from mailing of notice]
GO TO THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs by the attorneys representing the Class in the Case, and the Representative Plaintiff's request for an enhancement award for bringing and maintaining this action. You may, but are not required to, speak at the Fairness Hearing about any objection to the Settlement that you submitted	Hearing Date: [TBD]

The Court in charge of this Case has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will only be provided if the Court gives final approval to the Settlement, and if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION.....	X
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT.....	X
7. What relief does the Settlement provide to the Class Members?	
PAYMENT TO THE CLASS.....	X
8. How can I get a payment?	
9. When will I get a payment?	
10. What if I disagree with the calculation regarding my estimated settlement payment?	
11. If I receive a settlement payment will I have to pay taxes on it?	
12. No retaliation or discrimination	
THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....	X
13. Do I have a lawyer in this case?	
14. How will the lawyers be paid?	
15. Will the Representative Plaintiff receive any compensation for their efforts in bringing and maintaining this Case?	
RELEASE OF ALL CLAIMS.....	X
16. What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT	X
17. How do I exclude myself from the Settlement?	
HOW TO OBJECT TO THE SETTLEMENT.....	X
18. How do I tell the Court that I do not like the Settlement?	
19. What is the difference between excluding myself and objecting to the Settlement?	
FAIRNESS HEARING.....	X
20. What is the Fairness Hearing?	
21. When and where is the Fairness Hearing?	
22. May I speak at the Fairness Hearing?	
ADDITIONAL INFORMATION.....	X
23. How do I get more information?	
24. What if my address or other information has changed?	

BACKGROUND INFORMATION

1. Why did I receive this notice?

You received this Notice because a Settlement has been reached in this Action. According to Defendants' available records you are a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 23 below.

2. What is this lawsuit about?

The Action alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200-17210, and conduct that gives rise to penalties under California Labor Code Private Attorneys' General Act sections 2698-2699.8 ("PAGA"). Defendants deny Plaintiff's allegations in their entirety. Defendants contend that they complied with California law, including paying all wages, providing all meal periods, providing all rest periods, providing accurate wage statements, paying all wages due during your employment, paying all wages due at termination or resignation, paid all necessary business expenses and did not engage in any acts of unfair competition. Defendants contend that their affirmative defenses to this action may otherwise prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.

For information about how to learn about what has happened in this Action to date, please see Section 23 below.

3. Why is this a class and representative action?

In a class and representative action lawsuit, a "Representative Plaintiff" (in this Action, Krystal Camina) sued on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The companies sued in this case, Wok in the Park, LLC and Cafeteria 15L, are called the Defendants.

4. Why is there a settlement?

The Representative Plaintiff made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. **The Court has not decided whether the Representative Plaintiff or the Defendants should win in this Action. Instead, both sides agreed to a Settlement.** That way, both sides avoid the cost of a trial, and the Settlement Class Members who have not submitted timely and valid Requests for Exclusion ("Participating Class Members") will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member for purposes of the proposed Settlement: All individuals who are or were employed by Defendants as hourly non-exempt employees within the State of California from August 12, 2016 through April 22, 2022.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for help. The address for the Settlement Administrator is **ADMINISTRATOR ADDRESS**

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendants have agreed to fund a settlement with a maximum value of \$720,000.00. This settlement sum will be used to pay the claims of the Class Members, and the following

amounts requested by Plaintiff, and subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to \$13,000.00); to pay any awards by the Court for attorneys' fees (up to \$252,000.00), and costs (up to \$25,000.00) to Class Counsel; PAGA Penalties (up to \$100,000.00, with 75% to be paid to the Labor & Workforce Development Agency, and 25% to the PAGA Group Members) and any Enhancement Award the Court awards to the Representative Plaintiff (up to \$10,000.00). The estimated Net Settlement Sum to be used to pay the claims of Participating Class Members is approximately \$320,000.00.

Your estimated Settlement Payment is \$_____. Your estimated payment was calculated using Defendants' payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Sum" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the PAGA Penalties, and the Settlement Administrator, from the Settlement Sum.
- (b) The Net Settlement Sum will be divided up and paid to Participating Class Members on a *pro-rata* basis based on each Participating Class Member's total number of individual "Workweeks" divided by the aggregate Workweeks of all Participating Class Members according to the following formula:
 1. For each Participating Class Member, Defendants will calculate the total number of weeks that the individual worked for Defendants during the Class Period.
 2. The "Individual Settlement Payment" for each Participating Class Member will equal the individual's Workweeks divided by the aggregate Workweeks for all Participating Class Members multiplied by the Net Settlement Sum.
- (c) For tax purposes, twenty percent (20%) of each Participating Class Member's Individual Settlement Share shall be treated as wages, and will be subject to withholdings. Class Members' Individual Settlement Payments shall be reported on an IRS Form W-2.
- (d) In addition, non-exempt hourly employees employed by Defendants from September 10, 2019 through April 22, 2022 ("PAGA Group Members") shall be entitled to 25% of the total PAGA Penalties (up to \$25,000.00). PAGA Group Members' Individual PAGA Payments shall be reported on an IRS Form 1099 and will not be subject to withholdings.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to participate in the Settlement and obtain any share of the Settlement to which you may be entitled, **then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement.** You are not required to go to court or pay anything to the lawyers in this case. The Individual Settlement Payment you will receive will be a full and final settlement of the Class Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on [DATE FOR FAIRNESS HEARING] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendants' calculation regarding my estimated settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by [Response Deadline] showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute

between your calculation and that of Defendants. Defendants' records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Workweeks Dispute by mail to the Settlement Administrator at: **[ADDRESS]**.

11. If I receive a settlement payment will I have to pay taxes on it?

Twenty Percent (20%) of your Individual Settlement Payment will be reported on IRS Form W-2. You should consult with a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendants respect your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS ACTION AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has preliminarily approved Lawyers *for* Justice, PC ("Class Counsel") to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at 410 West Arden Avenue, Suite 203, Glendale, California 91203. If you want you be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendants have agreed to pay Class Counsel's attorney's fees up to 35% of the Settlement Sum (e.g. \$252,000.00) and costs of up to \$25,000.00 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs.

15. Will the Representative Plaintiff receive any compensation for her efforts in bringing and maintaining this Action?

The Representative Plaintiff will request an Enhancement Award of up to \$10,000.00 for her services as class representative and her efforts in bringing and maintaining the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Class Settlement, you will be releasing your class claims against Defendants and certain affiliated parties. Specifically, Participating Class Members will release the Released Parties from the "Released Class Claims" meaning: any and all claims asserted in Plaintiff's Class Complaint in the Class Action or which could have been asserted based on the factual allegations in the Class Complaint in the Class Action, other than those arising under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, arising during the Class Period, including but not limited to, claims for failure to pay all wages (including minimum, regular, and overtime wages, failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001, and unfair business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

If the Court approves the Settlement, and you worked during the PAGA Period, (even if you have requested exclusion from the Class Settlement), you will be releasing your PAGA claims against Defendants and certain affiliated parties. Specifically, PAGA Group Members will

Release the Released Parties from the “Released PAGA Claims” meaning: any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* arising during the PAGA Period asserted in the PAGA Notice and/or PAGA Complaint in the PAGA Action or which could have been asserted based on the factual allegations in the PAGA Notice or PAGA Complaint in the PAGA Action, for failure to pay all wages (including minimum, regular, and overtime wages, failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

The “Released Parties” include Defendants and each of their past, present and future parent companies, subsidiaries, affiliates, insurers, re-insurers, principals and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, re-insurers, predecessors, and successors and assigns of any of the foregoing.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Class Settlement (i.e., “opt out”). If you want to be excluded, you must send a written request via U.S. Mail or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Class Action “*Camina v. Wok in the Park, LLC, et al.*, Case No. 34-2020-00283344”; (b) your full name, address, telephone number, and last four (4) digits of your Social Security number; and (c) a clear written statement that you have decided that you do not wish to participate in the Class Settlement. You must sign the written request for it to be valid. The written request must be sent (i.e., postmarked or delivery date stamped) no later than [Response Deadline], and sent to the Settlement Administrator at: [REDACTED], [REDACTED].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action as it pertains to the Class Settlement, and you will not be precluded from prosecuting any timely individual claim against Defendants based on the conduct complained of in the Class Action.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. You can ask the Court to deny approval by filing an Objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You may object to the Settlement in writing. You may also appear at the Fairness Hearing at the date, time and location stated in Section 21 below.

To be valid, any Objection must: (a) state the case name and number of the Class Action “*Camina v. Wok in the Park, LLC, et al.*, Case No. 34-2020-00283344”; (b) contain your full name, signature, address, telephone number, dates of employment with Defendants, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objections; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or

before [Response Deadline]. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorneys' fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described in Section 16 above and will receive your Individual Settlement Payment.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE
WAIVED ALL OBJECTIONS.**

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Class Settlement no longer affects you.

FAIRNESS HEARING

20. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel and to consider the request for an Enhancement Award for the Plaintiff.

21. When and where is the Fairness Hearing?

On [REDACTED], at [REDACTED], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Lauri A. Damrell in Department 28 of the Superior Court of California, County of Sacramento, located at 720 9th Street, Sacramento, California 95814. The hearing may be postponed to a different date, time or location without notice. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

22. May I speak at the hearing?

At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Agreement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Agreement, the Court's Preliminary Approval Order, and/or the Complaints filed in the Action, please visit the Superior Court of California, County of Sacramento's Office during regular business hours at 720 9th Street, Sacramento, California 95814.

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at:

[REDACTED], [REDACTED].

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

EXHIBIT 2

September 10, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CAFETERIA 15L; WOK IN THE PARK LLC*

Dear Representative:

We have been retained to represent Krystal Camina against Cafeteria 15L, and Wok in the Park LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "WITP") for violations of California wage-and-hour laws. Ms. Camina seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Camina seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

WITP employed Ms. Camina as an hourly-paid, non-exempt employee from approximately April 2019 to approximately June 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Camina may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, WITP has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

WITP required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Camina and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Camina and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, WITP required Ms. Camina and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, WITP failed to pay Ms. Camina and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, WITP failed to pay Ms. Camina and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, WITP did not provide Ms. Camina and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from WITP were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Camina and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Camina and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Camina and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Camina and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Camina and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, WITP failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Camina and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, WITP did not provide Ms. Camina and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, WITP failed to pay Ms. Camina and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Camina and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, WITP failed to pay Ms. Camina and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Camina and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Camina and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by WITP.

Therefore, on behalf of all aggrieved employees, Ms. Camina seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Wok in the Park LLC
c/o Mason Wong
Agent for Service of Process
1116 15th St.
Sacramento, CA 95814

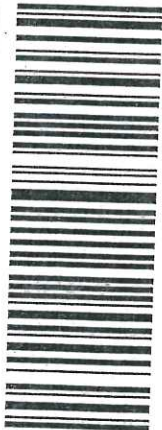
Cafeteria 15L
c/o Mason Wong
Owner
1116 15th St.
Sacramento, CA 95814

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

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

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION

410 WEST ARDEN AVENUE, SUITE 203
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VS. Capetia 15L

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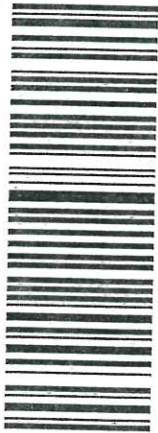
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

PHUA NTC
Camina
vs. Cafeteria 15L

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Cafeteria 15L
c/o Mason Wong
Owner
1116 15th St.
Sacramento, CA 95814



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