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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
[Proposed] Order Thereon]*

Date: June 7, 2022

Time: 1:30 p.m.

Dept.: 10

Complaint Filed: October 23, 2020

Trial Date: None Set

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I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On October 23, 2020, Plaintiff filed a Class Action Complaint and provided written notice to the California's Labor and Workforce Development Agency ("LWDA") regarding her intent to file an action seeking civil penalties under PAGA.

5. The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512, (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Violation of Labor Code § 226(a); (5) Penalties Pursuant to Labor Code § 203; and, (6) Violation of Business & Professions Code § 17200.

6. On April 4, 2022, the Parties filed a stipulation to permit Plaintiff to file a First Amended Complaint ("FAC"), adding a PAGA claim based on the facts asserted in the October 23, 2020 notice letter and previously alleged in the Complaint.

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THE DISCOVERY PROCESS

7. Defendant provided Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully- investigate the claims at issue and understand their strengths and weaknesses.

8. On October 22, 2021, the Parties attended a full-day mediation with experienced mediator Todd A. Smith and reached a settlement, as provided herein, to settle Plaintiff's claims on a class-wide basis.

9. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders, and with all other applicable state, federal and local laws related to the alleged Class Members' employment.

10. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement, which is a compromise of disputed claims, solely to avoid the cost of litigation, and this Settlement shall not be construed or used as an admission by or against Defendant as to the merits of any claims against it. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

CERTIFICATION FOR SETTLEMENT PURPOSES

11. The Settlement Class members are Defendant's employees and Defendant is required to keep such employment records as a matter of law.

12. Defendant has agreed in the Settlement to provide a class list to the Settlement Administrator containing each Settlement Class Member's full name; last known address; last

1 known home telephone number; social security number; dates of employment, and Compensable
2 Work Weeks for all putative class members after issuance of the preliminary approval order.

3 13. Plaintiff is confident she will be able to establish that the proposed Settlement Class
4 is ascertainable and sufficiently numerous.

5 14. Plaintiff argues that there are questions of law and fact common to the proposed
6 Settlement Class that predominate over any questions affecting only individual Class Members.

7 15. Plaintiff alleges that Settlement Class Members worked in the same capacity for
8 the same employer and were subject to the same relevant employment policies and practices,
9 namely the uniform failure to pay all wages and/or overtime under Labor Code §§ 510, 1194,
10 1194.2, and 1199, failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512, failure
11 to provide rest breaks pursuant to Labor Code § 226.7, failure to provide compliant itemized wage
12 statements under Labor Code § 226(a)(2) and (9) by failing to include the total hours worked by
13 Class Members, the corresponding rates and the number of hours worked at each corresponding
14 rate during the pay period, failure to pay compensation due and owing upon termination of
15 employment pursuant to Labor Code § 203, Defendant engaging in unfair competition in violation
16 of Business and Professions Code § 17200, and violation § 2699, *et seq.* of the Labor Code by
17 engaging in the acts previously alleged.

18 16. For purposes of settlement, Plaintiff contends that the evidence reviewed by Class
19 Counsel demonstrates that common policies applied to the proposed Settlement Class Members
20 and certification for settlement purposes is appropriate.

21 17. Plaintiff worked for Defendant as a non-exempt hourly employee and contends that
22 she worked without being paid all wages and/or overtime, worked without being provided meal
23 and rest periods as required by law, worked without being provided accurate itemized wage
24 statements, and worked without being paid all wages due upon separation. She also alleges that
25 she experienced derivative claims for unfair business competition (B&P Code § 17200) and Labor
26 Code § 2699, *et seq.*

27 18. Plaintiff believes that her claims are typical of those of the Settlement Class.

28 19. Plaintiff believes that she is capable of fairly representing and adequately protecting

1 the interests of the proposed Settlement Class Members.

2 20. The members of the proposed Settlement Class all worked for Defendant during
3 the relevant time period and incurred the same type of alleged damages with regard to Defendant's
4 alleged violations of the law.

5 21. Plaintiff has agreed to serve as Class Representative and has retained qualified
6 Counsel who is experienced in prosecuting wage and hour class actions.

7 22. This demonstrates Plaintiff's commitment to bringing about the best possible
8 results for the benefit of the proposed Settlement Class.

9 23. Plaintiff has provided her Counsel with all necessary and pertinent information.

10 24. Plaintiff has actively participated in this and worked closely with Class Counsel to
11 develop the theories of liability.

12 25. Plaintiff was informed of and involved in all of the Settlement negotiations.

13 26. Plaintiff believes that she will continue to adequately represent the proposed
14 Settlement Class Members.

15 27. The superiority of class treatment is evident here because individual pursuit of class
16 members' claims may not be economically viable.

17 28. The only alternative to certification would be to require over 194 employees to join
18 this action, file individual, uniform actions, or abandon their legal rights altogether.

19 29. Plaintiff maintains that this economic reality would result in a windfall for
20 Defendant if this case were not certified.

21 **THE PROPOSED SETTLEMENT**

22 30. For purposes of this Settlement only, the settlement class is defined as: "all persons
23 who are employed or have been employed as an hourly employee by Defendant in the State of
24 California during the Covered Period." ("Class Members" or "Settlement Class Members")

25 31. The Covered Period is the period from October 23, 2016 through November 24,
26 2021.

27 32. Based on documents and other information produced by Defendant, it is estimated
28 that there are approximately 194 Settlement Class Members.

33. Of the approximately 194 Settlement Class Members, 152 are former employees.

34. There are approximately 15,220 workweeks at issue (7,610 pay periods.)

35. As detailed fully in the Settlement, the Settlement provides for Defendant to pay a Gross Settlement Amount of \$425,000.00, which includes without limitation the Class Counsel Award, Class Representative Enhancement Payment, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

36. The Net Settlement Amount is the Gross Settlement Amount, less Court-approved Class Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and Settlement Administration Costs.

KULLAR ANALYSIS

37. This informal discovery and settlement negotiations permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

38. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Settlement.

39. Plaintiff contends that she and all Class Members were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate.

40. Plaintiff contends that Defendant failed to blend Plaintiff's and the Class Members' "LTD" pay into the regular rate of pay for the purposes of calculating the overtime rate during pay periods that Class Members worked overtime and also earned LTD pay.

41. Defendant put forth strong arguments that the LTD pay is not any type of bonus or non-discretionary pay that must be blended.

42. Defendant provided evidence that LTD pay is short for "long term disability pay".

43. Contrary to Plaintiff's assertions, Defendant argues that this type of pay actually cannot be blended because it is not a wage payment at all.

44. Were Defendant to succeed on this argument, this claim would have little to no value so Plaintiff perceived great risk associated with this claim.

45. Plaintiff alleged that Defendant has an unlawful policy of automatically deducting 30 minutes of time for a meal period regardless of whether the employee actually was able to take

1 a fully thirty (30) minute meal period within the first five (5) hours of work. Plaintiff contends
2 that this unlawful “auto-deduct” policy and practice resulted in Defendant allegedly failing to pay
3 Plaintiff and all Class Members for all wages at the appropriate rate for all hours worked.

4 46. Plaintiff contends that she routinely was unable to take a first meal period and,
5 despite often working over 10 hours, was not able to take a second meal period.

6 47. Plaintiff contends there is at least one meal period violation per person, per day
7 during the covered period.

8 48. Plaintiff argues that the time records show ubiquitous meal period violations.

9 49. Plaintiff anticipated that Defendant would argue, that while *Donahue* does create a
10 presumption it does not mean that time records showing missed, short, or delayed meal periods
11 result in ‘automatic liability’ for employers. Plaintiff anticipated Air Culinaire would argue, to the
12 contrary, that it “can rebut the presumption by presenting evidence that employees were
13 compensated for noncompliant meal periods or that they had in fact been provided compliant meal
14 periods during which they chose to work.”

15 50. Plaintiff anticipated that Defendant would argue that since its written policy was to
16 “provide” a meal period per *Brinker*, that to determine liability on this claim would necessitate
17 asking each and every Class Member “whether they were provided a compliant meal period but
18 chose to work”.

19 51. Defendant also argued that the records do show many meal period premiums were
20 paid.

21 52. Because this solution was explicitly endorsed by the Court and not the type of
22 system Defendant used, Plaintiff believes Air Culinaire will not be able to overcome that
23 presumption set forth in *Donohue* and that Plaintiff will be able to use Defendant’s records to prove
24 liability for each and every non-compliant meal period.

25 53. Plaintiff acknowledges that shifts showing a meal period premium was paid should
26 be excluded for damages purposes.

27 54. Plaintiff contends that Defendant routinely failed to provide Plaintiff and the Class
28 with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant

1 time period.

2 55. She contends that Defendant also required Plaintiff and the Class Members to stay
3 on the premises.

4 56. She contends that was required to ask for permission to leave the premises, was
5 routinely unable to take a compliant first rest period and was not able to take a second (or third)
6 rest period.

7 57. Plaintiff contends there is at least one rest period violation per person, per day
8 during the covered period.

9 58. As with meal periods, Defendant argued that it maintained a facially compliant
10 policy that “provided” all required rest periods, it did not require employees to stay on the
11 premises, and it never interfered with Plaintiff or any Class Members’ ability to take all complaint
12 rest periods.

13 59. Plaintiff acknowledges that rest period claims can be difficult to prove on a
14 classwide basis due to the lack of records.

15 60. This is especially true when an employer maintains a facially complaint rest period
16 policy.

17 61. Defendant argued that this would devolve into a series of mini-trials where the trier
18 of fact would be entitled to hear from each class member as to whether they were in fact provided
19 the opportunity to take all require rest periods per day.

20 62. Defendant argued this would defeat class certification and make it nearly
21 impossible to prove this claim on a classwide basis.

22 63. Based on this risk, Plaintiff believed it was appropriate to discount this claim.

23 64. Plaintiff alleged that Defendant failed to issue Plaintiff and the Class Members
24 accurate itemized wage statements showing all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee as the
26 itemized wage statements show LTD pay that was not properly blended.

27 65. Defendant contends that this is a derivative argument and Plaintiff did not plead a
28 direct violation of section 226(a).

1 66. If Defendant were to succeed on the wage claim based on the arguments set forth
2 above, that Plaintiff's section 226(a) claim would also fail.

3 67. Defendant would apply Maldonado to argue that a potential mistake on a wage
4 statement (i.e. a potential failure to blend cannot give rise to section 226(a) liability, only
5 completely missing information that is required to be shown such as total hours worked.)

6 68. Plaintiff and numerous Class Members are no longer employed by Defendant.

7 69. Due to Defendant's alleged failure to properly blend all compensation into the
8 regular rate of pay, Plaintiff argues that Defendant failed to pay all wages owed and due upon their
9 termination and/or resignation.

10 70. The viability of this claim is tied to the wage claim.

11 71. The aggrieved employees' PAGA claims are arguably derivative of all the
12 foregoing class claims.

13 72. Plaintiff acknowledges that a court has discretion to award less than the maximum
14 penalty.

15 73. The Settlement Class is compensated for these violations in the proposed Joint
16 Stipulation of Settlement, and thus any PAGA recovery for these same violations could arguably
17 be construed as duplicative.

18 74. Plaintiff contends that the Settlement's contemplated PAGA payment of \$4,000 is
19 appropriate.

20 75. There is significant expense associated with the class certification process, which
21 the Parties can avoid by entering into the contemplated Settlement now.

22 76. If the Court did eventually certify a class, trial of a case involving approximately
23 194 Settlement Class Members would require the retention of expensive expert witnesses, the
24 accrual of extensive litigation costs, and a significant time overlay by the parties.

25 77. Given the complexity and unsettled nature of the issues in this case it is likely that
26 any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result
27 in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

28 78. This case has not been certified to be tried as a class action. While Plaintiff believes

1 there is strong evidence to support certification of several possible subclasses, certification is
2 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
3 is always a possibility. In attempting to certify a class, the Parties would need to conduct multiple
4 depositions, including of the Class Representative and of several person(s) most knowledgeable
5 regarding Defendant's policies. There is a risk for both sides as to what these depositions will
6 reveal and whether they will support class certification to the extent expected.

7 79. It was very difficult for the Parties to reach this Settlement of \$425,000.00.

8 80. This Settlement is the result of adversarial, non-collusive, and arms-length
9 negotiations. The Parties arrived at it after extensive informal discovery and settlement
10 negotiations, careful evaluation of the law, risks, and all information substantiating the amount of
11 penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable.

12 81. Plaintiff worked with an expert to review Defendant's sample of time and pay
13 records and put together a damage model.

14 82. Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any
15 discount, at approximately \$4,182.

16 83. This calculation assumed that LTD pay was not properly blended into regular rate
17 of pay for purposes of determining the correct overtime rate in pay periods where both overtime
18 was worked and LTD was paid.

19 84. Expert analysis revealed that this was infrequent, and the core potential wage
20 liability was therefore limited.

21 85. The full value of the Meal Period claim, without any discount, was approximately
22 \$308,726.81.

23 86. The full value of the Rest Period claim, without any discount, was approximately
24 \$308,726.81.

25 87. Plaintiff valued the Wage Statement Claim, without discount, at \$84,850.00.

26 88. Plaintiff used \$50 for the initial pay period (not \$100) and puts a \$4,000 cap on
27 wage statement penalties per employee.

28 89. Due to the risk discussed above that 226(a) liability wouldn't attach under

1 *Maldonado*, Plaintiff determined that a steep discount of this claim was fair for settlement
2 purposes.

3 90. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim for the
4 144 former employees, at \$509,191.56.

5 91. Considering the dispute over whether class members were owed any wages for
6 allegedly unblended LTD pay (which if proven was a small dollar amount), Plaintiff determined
7 that accepting a discount on this claim was appropriate.

8 92. Plaintiff calculated the value of the PAGA claim at \$761,000 for Settlement Class
9 Members (using 7,610 pay periods x \$100/per pay period).

10 93. The main risk taken into account with PAGA is the discretionary nature of the
11 penalty award.

12 94. A judge can award the statutory maximum or – in theory – one cent per wage
13 statement.

14 95. While there is a dearth of available authority, in Plaintiff's view, were she to
15 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
16 award a large amount of penalties of top of any damages recovered.

17 96. Per Plaintiff's analysis, the maximum potential value of all of Plaintiff's and the
18 Settlement Class Members' claims was approximately \$1,976,677.

19 97. As a result of the forgoing risks on the merits, Class Counsel believes the Gross
20 Settlement Amount of \$425,000.00 is fair and reasonable.

21 98. Class Counsel conducted a thorough investigation into the facts of the claims
22 alleged. The agreement to settle did not occur until Class Counsel exchanged and possessed
23 sufficient information to make an informed judgement regarding the likelihood of success on the
24 merits and the results that could be obtained through further litigation.

25 **ATTORNEY COMPETENCE**

26 99. Kingsley & Kingsley is very experienced in prosecuting employment litigation, and
27 since 2000 we have focused our practice on wage, hour, and working condition violations. My
28 firm is extremely well-versed in class action litigation and has diligently and aggressively pursued

1 this action. Kingsley & Kingsley currently serves as class counsel for several dozens of pending
2 class action lawsuits in Northern, Central, Eastern, and Southern California in both State and
3 Federal Court. Below is a small, but representative sampling of wage and hour cases handled by
4 my firm:

- 5 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
6 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
7 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 8 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
9 December 2005, Honorable Rita Miller granted final approval of Settlement in the
10 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 11 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
12 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
13 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 14 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
15 2008, the Honorable Mary Thornton House granted final approval of Settlement in
16 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
17 33 1/3%.
- 18 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
19 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
20 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
21 33.3%.
- 22 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
23 March 2012, the Honorable James P. Kleinberg granted final approval of
24 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
25 fees request of 33.3%.
- 26 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
27 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
28 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the

1 court granted attorneys' fees request of 38%.

2 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
3 2014, the Honorable William F. Highberger granted final approval of Settlement in
4 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
5 33.33%.

6 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
7 00705 AWIJLT). This certified class action was approved for final settlement by
8 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
9 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

10 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
11 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
12 in the gross amount of \$995,000.00, and the court granted attorney's fees request
13 of 33.33%.

14 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
15 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
16 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
17 fees.

18 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
19 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
20 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
21 33.33%.

22 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
23 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
24 2016, in the gross amount of \$5,250,000.

25 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
26 The matter was approved for final settlement by the Honorable Lee Smally Edmund
27 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
28 38%.

- 1 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
2 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
3 matter was approved for final settlement by the Honorable Anthony W. Ishii in
4 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
5 attorney’s fees benchmark award of \$1,525,000.
- 6 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
7 15-101333). The matter was approved for final settlement before the Hon. Stephen
8 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
9 attorneys’ fees request of 33.33%.
- 10 100. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000
11 and since that time has been appointed class counsel on dozens of wage and hour class actions that
12 have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for
13 class certification in 15 matters and has successfully obtained class certification in 15 of those
14 cases. A brief sampling of which includes:
- 15 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
16 *approved for Class Certification in 2011.*
- 17 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
18 December 19, 2012) (court granted contested class certification and appointed
19 Kingsley & Kingsley as class counsel).
- 20 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
21 filed February 3, 2014) (court granted contested class certification and appointed
22 Kingsley & Kingsley as class counsel).
- 23 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
24 filed January 27, 2015) (court granted contested class certification and appointed
25 Kingsley & Kingsley as class counsel).
- 26 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).
27 contested class certification granted in June 2020.
- 28 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court

(BCV-16-102833), contested class certification granted in 2018.

g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

101. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and in the best interest of the Class.

102. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

103. There is no governmental participant in this action except, arguably, the LWDA as there is a PAGA claim at issue.

104. Since the proposed settlement is only at the preliminary approval stage, Notice has not yet been disseminated to the Class.

105. Plaintiff has every reason to believe the proposed Settlement will be well received by the Class.

106. At the final approval state, Plaintiff will provide detailed information regarding the reaction of the Class to the proposed Settlement.

107. This allocation distributes Settlement funds proportionally to each Class Member's potential damages and should therefore be approved as fair, adequate, and reasonable.

SERVICE AWARD TO THE NAMED PLAINTIFF

108. Class Counsel requests an enhancement for Plaintiff's effort and time expended in this matter. The time spent by HELEN SANTOS is significant and includes providing information to Class Counsel regarding the nature of the work at AIR CULINAIRE WORLDWIDE, LLC; compiling documents; meeting with her attorneys to discuss the status of the case, the theories of liability, and responding promptly to Class Counsel's communications regarding settlement.

109. Class Counsel considers this to be a fair and reasonable enhancement. The enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming

1 forward to litigate this matter on behalf of all Settlement Class Members. Plaintiff will provide a
2 detailed declaration with the Final Approval Motion detailing her participation and further
3 justification for the enhancement.

4 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

5 110. Proof of submission of Plaintiff's Motion, all related documents, and copy of the
6 email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as
7 Exhibit "2."

8 **EXHIBITS**

9 111. Attached hereto as Exhibit "1" is a true and correct copy of the fully executed Joint
10 Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement
11 Agreement").

12 112. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission
13 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
14 receipt.

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

17 This Declaration was executed this 15th day of April, 2022, in Altadena, California.

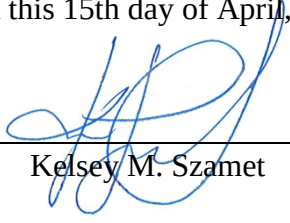
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EXHIBIT "1"

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Attorneys for Defendant

Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

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

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
2 and between Plaintiff HELEN SANTOS, individually and on behalf of the Settlement Class and
3 the State of California, as a private attorney general, on the one hand, and Defendant AIR
4 CULINAIRE WORLDWIDE, LLC on the other hand.

5 This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding
6 on Plaintiff, the current and former employees she seeks to represent, the Settlement Class, and on
7 Defendant and subject to the definitions, recitals, and terms set forth herein and the approval of
8 the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 "Action" or "Lawsuit" means the civil action filed in the Superior Court of the State of
12 California for the County of Los Angeles, entitled HELEN SANTOS, an individual, on behalf of
13 herself and others similarly situated, Plaintiff v. AIR CULINAIRE WORLDWIDE, LLC, and
14 Does 1 thru 50, inclusive, Defendants, Case No. 20STCV40648 filed on October 23, 2020.

15 **2. Class Counsel**

16 "Class Counsel" means Kingsley & Kingsley, APC, who, subject to Court approval, shall
17 act as counsel for the Settlement Class.

18 **3. Class Counsel Award**

19 "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution
20 of this Lawsuit, and Class Counsel's expenses and legal costs incurred in connection with this
21 Lawsuit.

22 **4. Class Information**

23 "Class Information" or "Class Data" means information regarding Settlement Class
24 members that Defendant will in good faith compile from their records and provide to the
25 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include:
26 each Settlement Class Member's full name; last known address; last known home telephone
27 number; social security number; dates of employment, and Compensable Work Weeks.

28 ///

1 **5. Class Members or Settlement Class Members**

2 “Class Members” or “Settlement Class Members” means all persons who are employed or
3 have been employed as an hourly employee by Defendant in the State of California during the
4 Covered Period.

5 **6. Covered Period**

6 “Covered Period” or “Release Period” means the period from October 23, 2016 through
7 November 24, 2021.

8 **7. Class Representative**

9 “Class Representative” means Plaintiff HELEN SANTOS.

10 **8. Class Representative Enhancement Payment**

11 “Class Representative Enhancement Payment” means the amount that the Court authorizes
12 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of
13 Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for
14 executing a general release with Defendant.

15 **9. Compensable Work Weeks**

16 “Compensable Work Weeks” means the number of weeks in which Settlement Class
17 Member(s) performed work for Defendant in the State of California, excluding vacation, leaves of
18 absence, or any gaps in employment, during the Covered Period based on Defendant’s records.

19 **10. Complaint**

20 “Complaint” means the operative complaint, filed in the Action.

21 **11. Court**

22 “Court” means the Superior Court for the County of Los Angeles, State of California.

23 **12. Defendant**

24 “Defendant” means Defendant AIR CULINAIRE WORLDWIDE, LLC.

25 **13. Effective Date**

26 “Effective Date” of the Settlement means the date on which the Court’s order granting
27 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
28 following events: (i) upon the Court issuing the Final Approval Order granting approval of this

1 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
2 withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written
3 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
4 hearing, the later of the following events: (a) the day after the last day by which a notice of appeal
5 of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an
6 appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the
7 last date for filing a request for further review of the Court of Appeal's decision passes and no
8 further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,
9 dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's
10 decision is requested, the day after the request for review is denied with prejudice and/or no further
11 review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of
12 the State of California affirms the Settlement.

13 **14. Final Approval Hearing**

14 "Final Approval Hearing" means the final hearing held to ascertain the fairness,
15 reasonableness, and adequacy of the Settlement.

16 **15. Final Approval Order**

17 "Final Approval Order" means the proposed order granting final approval of the Parties'
18 settlement, in a form substantially similar to the order attached hereto as Exhibit C.

19 **16. Final Judgment**

20 "Final Judgment" means a judgment issued by the Court approving this Agreement as
21 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
22 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
23 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*
24 *Superior Court*, 46 Cal. 4th 969 (2009).

25 **17. Gross Settlement Amount**

26 "Gross Settlement Amount" means the agreed upon settlement amount totaling
27 \$425,000.00 to be paid by Defendant in full settlement of the Released Claims, and includes
28 without limitation the Class Counsel Award, Class Representative Enhancement Payment,

Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

18. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member, based upon his/her Compensable Work Weeks.

19. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

20. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and Settlement Administration Costs.

21. Notice of Class Action Settlement

“Notice of Class Action Settlement” means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as Exhibit A, which shall include an approximation of each Settlement Class Member’s anticipated Individual Settlement Payment. It is the notice approved by the Parties and subject to Court approval explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

22. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 et seq.

23. PAGA Payment

“PAGA Payment” means the payment made hereunder to the LWDA pursuant to PAGA.

24. Participating Class Members

“Participating Class Members” means those Class Members who did not file a valid and timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

25. Parties

“Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

1 **26. Payment Ratio**

2 “Payment Ratio” means the respective Compensable Work Weeks during which an
3 employee worked, in proportion to the aggregate number of Compensable Work Weeks worked
4 by all Settlement Class members.

5 **27. Plaintiff**

6 “Plaintiff” means Plaintiff HELEN SANTOS.

7 **28. Preliminary Approval Date**

8 “Preliminary Approval Date” means the date on which the Court issues an order granting
9 preliminary approval of the proposed in a form substantially similar to the order attached hereto
10 as Exhibit B.

11 **29. Released Claims**

12 “Released Claims” means any and all claims, debts, liabilities, demands, obligations,
13 penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of
14 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or
15 that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure
16 to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to
17 Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks
18 Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements
19 Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6)
20 Violation of Business & Professions Code § 17200; and (7) penalties pursuant to Labor Code
21 §2699, et seq. based on the facts alleged in Plaintiff’s October 23, 2020 notice letter to the LWDA.

22 **30. Released Parties**

23 “Released Parties” means Defendant and any of its former and present parents,
24 subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents,
25 successors, assigns, or legal representatives.

26 **31. Request for Exclusion**

27 “Request for Exclusion” means a letter setting forth a Class Member’s name, present
28 address, and a simple statement electing to be excluded from the Settlement.

1 **32. Response Deadline**

2 “Response Deadline” means the date sixty (60) days after the Settlement Administrator
3 mails the Notice of Class Action Settlement to Settlement Class members, which is the last date
4 on which Settlement Class members may: (a) submit a Request for Exclusion; (b) file and serve
5 objections to the settlement; or (c) dispute the information contained in the Notice of Class Action
6 Settlement.

7 **33. Settlement**

8 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
9 this Joint Stipulation of Class Action Settlement and Release of Claims.

10 **34. Settlement Administrator**

11 “Settlement Administrator” means the third-party company that the Parties have jointly
12 selected to be responsible for administering the Settlement. This Settlement Administrator is
13 ILYM Group, Inc.

14 **35. Settlement Administrator Costs**

15 “Settlement Administrator Costs” means the amount to be paid to the Settlement
16 Administrator from the Gross Settlement Amount for administration of this Settlement.

17 **II. RECITALS**

18 **1. Class Certification.**

19 The Parties stipulate to class certification for purposes of settlement only. If the Court does
20 not grant either preliminary or final approval of this Settlement, the Parties agree that this
21 stipulation regarding class certification will be revoked and the Parties will return to a point in
22 litigation prior to the execution of this Agreement.

23 **2. Procedural History.**

24 On October 23, 2020, Plaintiff filed a Class Action Complaint and provided written notice
25 to the California’s Labor and Workforce Development Agency (“LWDA”) regarding her intent to
26 file an action seeking civil penalties under PAGA.

27 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
28 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant

1 to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code
2 §226.7; (4) Violation of Labor Code §226(a); (5) Penalties Pursuant to Labor Code §203; and, (6)
3 Violation of Business & Professions Code § 17200.

4 Defendant will stipulate to Plaintiff filing a First Amended Complaint (“FAC”), adding a
5 PAGA claim based on the facts asserted in the October 23, 2020 notice letter and previously
6 alleged in the Complaint.

7 After the matter was at issue, the Parties began to engage in informal discovery to
8 understand the nature of the allegations and the scope of potential liability. Defendant provided
9 Plaintiff’s counsel with pertinent data for the Class Members so that the Parties could fully-
10 investigate the claims at issue and understand their strengths and weaknesses.

11 On October 22, 2021, the Parties attended a full-day mediation with experienced mediator
12 Todd A. Smith and reached a settlement, as provided herein, to settle Plaintiff’s claims on a class-
13 wide basis.

14 Defendant denies any liability or wrongdoing of any kind associated with the claims
15 asserted in Plaintiff’s Complaint, disputes the damages and penalties claimed by Plaintiff, and
16 further contends that, for any purpose other than settlement, Plaintiff’s claims are not appropriate
17 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
18 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
19 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the
20 merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other
21 things, that, at all times, it has complied with all applicable state, federal and local laws related to
22 the Settlement Class members’ employment.

23 The Class Representative is represented by Class Counsel. Class Counsel conducted an
24 investigation into the facts relevant to the Lawsuit, including reviewing documents and
25 information provided by Defendant. Based on their own independent investigation and evaluation,
26 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,
27 and in the best interest of the Settlement Class in light of all known facts and circumstances,
28 including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a

1 class and representative action trial on the merits, and numerous potential appellate issues.
2 Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid
3 the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and
4 forever settle, compromise and discharge all disputes and claims arising from or relating to the
5 Actions on the terms set forth herein.

6 **3. Benefits of Settlement to Class Members.**

7 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
8 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has
9 also taken into account the uncertainty and risk of the outcome of further litigation, and the
10 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
11 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
12 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
13 damages for the Settlement Class members. Plaintiff and Class Counsel have also taken into
14 account Defendant's agreement to enter into a settlement that confers substantial relief upon the
15 members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that
16 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,
17 reasonable, and adequate and is in the best interest of the putative class in light of all known facts
18 and circumstances, including the risk of significant delay, defenses asserted by Defendant,
19 Defendant's financial condition, numerous potential appellate issues, and other risks inherent in
20 litigation.

21 **4. Defendant's Reasons for Settlement.**

22 Defendant has concluded that any further defense of this litigation would be protracted and
23 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
24 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
25 claims asserted by Plaintiff and Settlement Class members. Defendant has also taken into account
26 the risks of further litigation in reaching its decision to enter into this Settlement. Even though
27 Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in
28 this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set

1 forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has
2 complied with all applicable state, federal, and local laws.

3 **5. Settlement of Disputed Claims.**

4 This Agreement is a compromise of disputed claims. Defendant has claimed and continues
5 to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class
6 members have claimed and continue to claim that the Released Claims have merit and give rise to
7 liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing
8 contained in this Agreement, no documents referred to herein, and no action taken to carry out this
9 Agreement, may be construed or used as an admission by or against the Settlement Class members
10 or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

11 **III. TERMS OF AGREEMENT**

12 **1. Release as To All Participating Class Members.**

13 As of the Effective Date, the Participating Class Members, including Plaintiff, release the
14 Released Parties from the Released Claims for the Covered Period.

15 **2. Release of Claims by Plaintiff**

16 As of the Effective Date, Plaintiff releases the Released Parties from all of the Released
17 Claims during the Covered Period. Plaintiff, for herself and her heirs, successors and assigns,
18 further waives, releases, acquits and forever discharges the Released Parties from any and all
19 claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether
20 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement,
21 including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful
22 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
23 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
24 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any
25 federal, state or other governmental statute, law, regulation or ordinance, including, but not limited
26 to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of California's
27 Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities
28 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income

Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

3. Tax Liability and Medicare.

The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class members are not relying on any statement or representation by the Parties in this regard. Participating Class Member' understand and agree that they will be responsible for the payment of taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved

1 this matter in compliance with both state and federal law. The Parties made every effort to
2 adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff
3 warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff
4 is not a Medicare recipient as of the date of this Agreement, no conditional payments have been
5 made by Medicare.

6 **4. Circular 230 Disclaimer.**

7 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
8 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
9 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
10 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor
11 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
12 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
13 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
14 independent legal and tax counsel for advice (including tax advice) in connection with this
15 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
16 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
17 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
18 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
19 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
21 acknowledging party of the tax treatment or tax structure of any transaction, including any
22 transaction contemplated by this Agreement.

23 **5. Preliminary Approval of Settlement.**

24 Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying
25 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.
26 All Parties agree to work diligently and cooperatively to have this Settlement presented to the
27 Court for preliminary approval. The proposed preliminary approval order shall provide for the
28 Notice of Class Action Settlement to be sent to Settlement Class members as specified herein.

1 **6. Settlement Administrator.**

2 Upon the Court signing the order granting preliminary approval of this Agreement,
3 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
4 mailing the Notice of Class Action Settlement to the Settlement Class members within fifteen (15)
5 days. No later than three (3) days after receipt of the Class Information, the Settlement
6 Administrator shall notify counsel for the Parties that the list has been received and state the
7 number of Settlement Class members.

8 **7. Notice by First Class U.S. Mail.**

9 Upon receipt of the Class Information, the Settlement Administrator will perform a search
10 based on the National Change of Address Database to update and correct any known or identifiable
11 address changes. Within fifteen (15) days of receipt of the Class Data, the Settlement
12 Administrator shall mail copies of the Notice of Class Action Settlement to all Settlement Class
13 members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
14 judgment to determine the current mailing address for each Settlement Class Member, including
15 performing a skip-trace to identify any updated addresses. The address identified by the Settlement
16 Administrator as the current mailing address shall be presumed to be the best mailing address for
17 each Settlement Class Member.

18 **8. Undeliverable Notices.**

19 Any Notice of Class Action Settlement returned to the Settlement Administrator as
20 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
21 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
22 promptly attempt to determine a correct address by use of skip-tracing, or other search using the
23 name, address and/or social security number of the Settlement Class Member whose notice was
24 undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of
25 receiving notice that a notice was undeliverable. Settlement Class members who receive a re-
26 mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty
27 (20) days from the original Response Deadline.

28 **9. Disputes Regarding Individual Settlement Payments.**

1 Settlement Class members will have the opportunity, should they disagree with
2 Defendant's records regarding the dates of employment stated on their Notice of Class Action
3 Settlement, to provide documentation and/or an explanation to show contrary information by the
4 Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties
5 to determine whether an adjustment is warranted. The Settlement Administrator shall determine
6 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
7 Agreement. The Settlement Administrator's determination of the eligibility for and amount of any
8 Individual Settlement Payment shall be binding upon the Settlement Class members and the
9 Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's
10 records will be given a rebuttable presumption of accuracy.

11 **10. Disputes Regarding Administration of Settlement.**

12 Any disputes not resolved by the Settlement Administrator concerning the administration
13 of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to
14 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the
15 disputes without the necessity of involving the Court.

16 **11. Exclusions.**

17 The Notice of Class Action Settlement shall state that Settlement Class members who wish
18 to exclude themselves from the Settlement must submit a written Request for Exclusion by the
19 Response Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone
20 number of the Settlement Class Member requesting exclusion; (2) must contain a statement
21 expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) must
22 be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the
23 Response Deadline and returned to the Settlement Administrator at the specified address or fax
24 number. The Request for Exclusion will be deemed invalid if it does not contain a Settlement
25 Class Member's name, address, telephone number, and signature. The date of the postmark on the
26 return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means
27 used to determine whether a Request for Exclusion has been timely submitted. Any Settlement
28 Class Member who requests to be excluded from the Settlement Class will not be entitled to any

1 recovery under the Settlement and will not be bound by the terms of the Settlement or have any
2 right to object, appeal, or comment thereon. Settlement Class members who fail to submit a valid
3 and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms
4 of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by
5 the Court. No later than seven (7) calendar days after the Response Deadline, the Settlement
6 Administrator shall provide counsel for the Parties with a complete list of all members of the
7 Settlement Class who have timely submitted a Request for Exclusion.

8 **12. Objections.**

9 The Notice of Class Action Settlement shall state that Settlement Class members who wish
10 to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing.
11 Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by
12 the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means
13 for determining that a Notice of Objection was timely received. The Notice of Objection must be
14 signed by the Settlement Class Member and state: (1) the full name of the Settlement Class
15 Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the
16 objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing.
17 Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator
18 by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either
19 of the Parties may file a responsive document to any objection before the Final Approval Hearing.
20 Any attorney who will represent an individual objecting to this Settlement who has not filed a
21 written objection must file a notice of appearance with the Court and serve Class Counsel and
22 counsel for Defendant no later than the Response Period Deadline. Class Counsel shall not
23 represent any Settlement Class members with respect to any such objections.

24 Any Class Member who fails to submit a timely written objection or to present an objection
25 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall
26 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

27 **13. No Solicitation of Settlement Objections or Exclusions.**

28 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no

time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class members to submit either written objections to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

14. Funding and Allocation of Gross Settlement Amount.

No later than fifteen (15) days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

15. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Payment, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$228,833.33. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	425,000.00
Class Representative Enhancement Payment:	\$	5,000.00
Class Counsel Fees:	\$	141,666.67
Class Counsel Costs:	\$	12,000.00
PAGA Payment	\$	30,000.00
		<i>(\$22,500.00 to the LWDA and \$7,500.00 to remain in the Net Settlement Amount)</i>
Settlement Administrator Costs:	\$	15,000.00
Net Settlement Amount	\$	228,833.33

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which includes, the Class Counsel Award, Class Representative Enhancement Payment, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.

Defendant's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

16. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within seven calendar days after Defendant makes the final settlement payment. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages, 40 percent (40%) as interest, and forty percent (40%) as statutory penalties.

17. Class Member's Payment Ratio.

Participating Class Members will be paid on a pro-rata basis. A Participating Class Member's Individual Settlement Payment will be based on the number of Compensable Workweeks during which s/he worked in proportion to the aggregate number of workweeks worked by all Settlement Class members.

18. Payment to Class Member.

Checks shall be made payable to each Participating Class Member for payment of each Participating Class Member's Individual Settlement Payment as set forth in paragraph 16 of this Agreement.

19. Form of Payment to Class Member.

The Individual Settlement Payment amount due to each Participating Class Member shall be paid in the form of a check to each Participating Class Member.

20. Unclaimed Settlement Payment(s).

After one hundred and sixty (160) days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks will be transmitted to the State of California Office of the Controller Unclaimed Property Fund in the name of the Participating Class Member who did not cash his/her Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process

1 of uncashed funds. If, for some reason, the Court does not approve the escheatment of uncashed
2 funds, the Parties agree to proceed pursuant to California Code of Civil Procedure section 384,
3 distribute uncashed funds as described therein, and agree upon the non-profit Bet Tzedek Legal
4 Services as the cy pres designee pursuant to Code of Civil Procedure section 384(b)(3)(C).

5 **21. Class Representative Enhancement Payment.**

6 Plaintiff will request that the Court approve a Class Representative Enhancement Payment
7 of up to \$5,000.00. Subject to Court approval, in exchange for the release of all Released Claims
8 and for their time and effort in bringing and prosecuting this matter, Plaintiff shall be paid a Class
9 Representative Enhancement Payment of up to \$5,000.00. The Class Representative Enhancement
10 Payment shall be paid to Plaintiff from the Gross Settlement Amount within ten (10) calendar days
11 after Defendant makes the final settlement payment. The Settlement Administrator shall issue an
12 IRS Form 1099 – MISC to Plaintiff for her respective Class Representative Enhancement Payment.
13 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class
14 Representative Enhancement Payment and shall hold harmless Defendant and Class Counsel from
15 any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
16 Enhancement Payment. The Class Representative Enhancement Payment shall be in addition to
17 the Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any amount
18 requested by Plaintiff for the Class Representative Enhancement Payment and not granted by the
19 Court shall return to the Net Settlement Amount and be distributed to Participating Class Members
20 as provided in this Agreement.

21 **22. Class Counsel Award.**

22 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
23 thirty-three and one-third percent (33.33%) (\$141,666.67) of the Gross Settlement Amount
24 (\$141,666.67). Class Counsel will request that the Court approve the reimbursement of any
25 litigation costs or expenses associated with Class Counsel's prosecution of this matter from the
26 Gross Settlement Amount not to exceed \$12,000.00. So long as there are no objections, Class
27 Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days after
28 Defendant makes the final settlement payment. Class Counsel shall be solely and legally

1 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
2 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments
3 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
4 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class
5 Counsel for the Class Counsel Award and not granted by the Court shall return to the Net
6 Settlement Amount and be distributed to Participating Class Members as provided in this
7 Agreement.

8 **23. Settlement Administrator Costs.**

9 The Parties agree to allocate up to \$15,000.00 of the Gross Settlement Amount for
10 Settlement Administrator Costs. The Settlement Administrator shall have the authority and
11 obligation to make payments, credits and disbursements to Settlement Class members in the
12 manner set forth herein, calculated in accordance with the methodology set out in this Agreement
13 and orders of the Court. The Parties agree to cooperate in the Settlement administration process
14 and to make all reasonable efforts to control and minimize the cost and expenses incurred in
15 administration of the Settlement.

16 **24. Responsibilities of the Settlement Administrator.**

17 The Settlement Administrator shall be responsible for the following: processing and
18 mailing payments to Plaintiff, Class Counsel, and Participating Class Members; printing, and
19 mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members
20 as directed by the Court; receiving and reporting the requests for exclusion and objections
21 submitted by Settlement Class members; providing declaration(s) as necessary in support of
22 preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree
23 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
24 keep the Parties timely apprised of the performance of all Settlement Administrator
25 responsibilities.

26 **25. Settlement Administrator Fees.**

27 The Settlement Administrator shall be paid the Settlement Administrator Costs within ten
28 (10) calendar days after Defendant makes the final settlement payment.

1 **26. Payment to the LWDA.**

2 A total payment of \$30,000.00 from the Gross Settlement Amount will be allocated as the
3 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of
4 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA
5 and the remaining twenty-five (25%) shall be included in the Net Settlement Amount distributed
6 to putative class members.

7 **27. Final Approval Hearing and Entry of Final Judgment.**

8 Upon expiration of the Response Deadline, with the Court's permission, a final approval
9 hearing shall be conducted to determine final approval of the Settlement along with the amount
10 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement
11 Payment; (iii) the total amount of Individual Settlement Payments; (iv) the Settlement
12 Administrator Costs; and (v) PAGA Payment.

13 **28. Final Approval Order.**

14 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after
15 the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B.
16 Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this
17 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to
18 carry out the provisions of this Agreement.

19 **29. Nullification of Settlement Agreement.**

20 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
21 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as
22 provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement
23 Agreement shall be null and void and any order or judgement entered by the Court in furtherance
24 of this Settlement shall be treated as void from the beginning. To the extent the total number of
25 opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days
26 of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of
27 such events occur causing the Settlement Agreement to become null and void, the Parties shall
28 proceed in all respects as if this Agreement had not been executed, except that any fees already

incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendant will be solely responsible for the costs incurred for the settlement administration should it exercise its' option to nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than five (5) business days after one or more of the triggering events leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

30. Increase in Class Members.

It was represented to Class Counsel that the Settlement Class is estimated to be 194 people. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the Class Data is consistent with these representations. To the extent the number of Settlement Class members increases beyond 194 by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement Class members increases by 7%, Defendant shall increase the Gross Settlement Amount by 7%. If the increase causes an increase of the cost of Settlement Administration beyond the amount that has been approved by the Court, Defendant shall separately bear the increased cost of Settlement Administration outside of the Gross Settlement Amount. If Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the increased cost of Settlement Administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

31. No Effect on Employee Benefits.

Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class members.

1 **32. No Admission by Defendant.**

2 Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing
3 whatsoever. This Agreement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault, concession, or
5 omission by Defendant.

6 **33. Exhibits and Headings.**

7 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
8 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
9 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
10 Agreement are inserted for convenience of reference only and do not constitute a part of this
11 Agreement.

12 **34. Interim Stay of Proceedings.**

13 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
14 Procedure §583.310 ("the 5-year rule"), the Lawsuit shall be stayed in its entirety except for the
15 proceedings necessary to implement and complete the Settlement. If this agreement becomes
16 nullified pursuant to Paragraph 29 above, the stay will be terminated as of the date the agreement
17 becomes void.

18 **35. Amendment or Modification.**

19 This Agreement may be amended or modified only by a written instrument signed by
20 counsel for all Parties or their successors-in-interest.

21 **36. Entire Agreement.**

22 Apart from the fully executed Memorandum of Understanding, which the Parties
23 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
24 entire Agreement among these Parties, and no oral or written representations, warranties, or
25 inducements have been made to any Party concerning this Agreement or its Exhibits other than
26 the representations, warranties, and covenants contained and memorialized in the Agreement and
27 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
28 warranties herein and not based on any promises, representation, and/or warranties not found

herein.

37. Authorization to Enter into Settlement Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

38. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

39. California Law Governs.

All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

40. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

41. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their

counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: marzo 28, 2022

DocuSigned by:
By: 
HELEN SANTOS
F830CB1A603241F

Dated: 3/30/2022

DocuSigned by:
By: 
AIR CULINAIRE WORLDWIDE, LLC
By: cliff smith
Its: Chief Executive Officer
083027358D644C8

1 **APPROVED AS TO FORM AND CONTENT:**

2 Dated: March 28, 2022

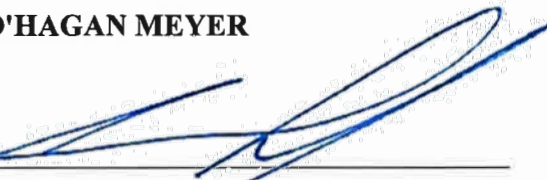
KINGSLEY & KINGSLEY APC

4 By: 

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff Helen Santos and the
Proposed Class

8 Dated: April 7, 2022

O'HAGAN MEYER

10 By: 

Clint D. Robison
Samantha L. Squillante
Attorneys for Defendant Air Culinaire
Worldwide, LLC

EXHIBIT “A”

[CLASS MEMBER NAME]

HELEN SANTOS v. AIR CULINAIRE WORLDWIDE, LLC

**Superior Court of the State of California, County of Los Angeles
Case No.: 20STCV40648**

If you are a current or former employee for AIR CULINAIRE WORLDWIDE, LLC (“AIR CULINAIRE” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as “all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.”
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to pay all wages and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” AIR CULINAIRE denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or AIR CULINAIRE’s defenses.
- You will not be penalized or retaliated against by AIR CULINAIRE for participating in this class action settlement. If you are currently employed by AIR CULINAIRE, your employment will not be affected in any way. Current employees of AIR CULINAIRE who choose to participate in the settlement will not be required to resign and can continue to work for AIR CULINAIRE.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue AIR CULINAIRE for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendant failed to pay all wages
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	and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against AIR CULINAIRE. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against AIR CULINAIRE for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To opt out or object, you must act by XXXX.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of AIR CULINAIRE' employees. You have received this notice because AIR CULINAIRE's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on October 23, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by AIR CULINAIRE in the State of California. The operative complaint alleges class-wide causes of action against AIR CULINAIRE for failure to pay all wages and/or overtime under Labor Code §§ 510, 1194, 1194.2, and 1199, failure to provide lawful meal and rest periods under Labor Code §§ 226.7 and 512, failure to provide accurate itemized wage statements under Labor Code § 226(a), failure to pay lawful wages upon termination or resignation under Labor Code § 203, unfair business practices under Business & Professions Code § 17200 et seq., and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the

uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$425,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$141,666.67
- Litigation Costs: \$12,000.00
- Claims Administration Costs: \$15,000.00
- Class Representative Enhancement Payment to Class Representative: \$5,000.00
- Penalties to the Labor & Workforce Development Agency: \$30,000.00

After these deductions, \$228,833.33 will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Amount").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class members.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims, 40% to settlement of claims for interest, and 40% to settlement of claims for statutory penalties.

According to AIR CULINAIRE's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
www.settlementwebsite.com

You must submit such information by XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: [insert from settlement agreement].

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, <<Name.of.Claims.Admin>>, by XXXX.

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
www.settlementwebsite.com

If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue AIR CULINAIRE separately about the claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX.

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
www.settlementwebsite.com

Any written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; and (3) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and counsel for Defendant no later than the Response Deadline. The Final Approval and Fairness Hearing will be held in Dept. 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on _____, 2022,

at **XX** (a.m./p.m.) (Pacific Time).

A Settlement Class Member may not both submit a Request for Exclusion and an Objection. If a Settlement Class Member submits both, the Settlement Administrator will contact the Settlement Class Member to determine the Settlement Class Member's intent.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for AIR CULINAIRE WORLDWIDE, LLC:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	O'Hagan Meyer Clint D. Robison, Esq. Samantha L. Squillante, Esq. 21550 Oxnard Street, Suite 1050 Woodland Hills, CA, 91367 Telephone: (213) 306-1610

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on _____, 2022, at **XX** (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's Enhancement Payments, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also visit www.settlementwebsite.com, telephone the Settlement Administrator, <<Name.of.Claims.Admin>> (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or AIR CULINAIRE's counsel for information regarding this settlement.

EXHIBIT “B”

KINGSLEY & KINGSLEY, APC

ERIC B. KINGSLEY, Esq. (SBN 185123)

eric@kingsleykingsley.com

KELSEY M. SZAMET, Esq. (SBN 260264)

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Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

O'HAGAN MEYER

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crobison@ohaganmeyer.com

SAMANTHA L. SQUILLANTE, Esq. (SBN 318582)

ssquillante@ohaganmeyer.com

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Woodland Hills, CA, 91367

Tel: (213) 306-1610, Fax: (213) 306-1615

Attorneys for Defendant

Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: **XX**

Time: **XX**

Dept.: **10**

Complaint Filed: October 23, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims ("Settlement Agreement"), a copy of which is attached to Plaintiff's Motion
3 for Preliminary Approval of Class Action Settlement as Exhibit "1", came before this Court on
4 XXXX. The Court, having considered the papers submitted in support of the motion of the parties,

5 **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement
9 resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement "Class Member(s)" means all persons who are employed or have been
13 employed as an hourly employee by Defendant in the State of California during the Covered
14 Period.

15 3. The Settlement falls within the range of reasonableness and appears to be
16 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
17 and final approval by this Court.

18 4. The Court makes the following preliminary findings for settlement purposes
19 only:

- 20 A. The Settlement Class, which consists of approximately 194 persons, is so
numerous that joinder of all members is impracticable;
- 21 B. There appear to be questions of law or fact common to the Settlement
22 Class for purposes of determining whether this Settlement should be
approved;
- 23 C. Plaintiff's claims appear to be typical of the claims being resolved through
24 the proposed settlement;
- 25 D. Plaintiff appears to be capable of fairly and adequately protecting the
26 interests of the Settlement Class Members in connection with the proposed
settlement;
- 27 E. Common questions of law and fact appear to predominate over questions
28 affecting only individual persons in the Settlement Class. Accordingly,
the Settlement Class appears to be sufficiently cohesive to warrant
settlement by representation; and

F. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

5. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit 1 (Class Notice).

6. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Class Notice to Class Members.

7. The Court approves the procedure for Class Members to become Participating Settlement Class Members as set forth in the Class Notice to Class Members.

8. The Court directs the mailing of the Notice to Class Members by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC as Class Counsel.

10. The Court confirms Helen Santos as the Class Representative.

11. The Court approves <<Name.of.Claims.Admin>> as the Settlement Administrator.

12. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXX
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	15 business days from Preliminary Approval
c.	Mail Notice to Class Members	15 calendar days from Settlement Administrator's receipt of Class Data

d.	Deadline for Class Members to Postmark Any Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court
h.	Final Approval Hearing	To be determined by the Court

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT “C”

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
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Attorneys for Plaintiff and the Proposed Class

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Attorneys for Defendant
Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS, an individual, on behalf of
the State of California, as a private attorney
general,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: XX

Time: XX

Dept.: 10

Complaint Filed:

October 23, 2020

Trial Date:

None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The above captioned Action is a class action lawsuit brought by Plaintiff HELEN SANTOS (“Plaintiff”) against Defendant AIR CULINAIRE WORLDWIDE, LLC (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court on XXXX.

WHEREAS, Judge William F. Highberger granted preliminary approval of the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), attached to the concurrently filed Declaration of Kelsey M. Szamet as Exhibit “1”, on XX.

WHEREAS, Plaintiff HELEN SANTOS has applied to the Court for an order granting final approval of the Settlement Agreement.

WHEREAS, the Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M. Szamet, Helen Santos, and [Name of Declarant] of <<Name.of.Claims.Admin>>; and the supporting documents annexed thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

1. The Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement;

2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in compliance with California Code of Civil Procedure, the California and United States Constitutions (including the due process clauses), the California Rules of Court and any other applicable law, and in the best interest of each of the Parties and the Class members and is hereby finally approved in all respects.

3. The Parties are hereby directed to perform the terms of the Settlement as described in the Settlement Agreement according to its terms and provisions.

4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class Members, except those timely and properly filed Requests for Exclusions, as well as their heirs, executors, and administrators, successors, and assigns.

5. There are XX (XX) valid requests for exclusion and XX objections.

6. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

7. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period."

9. The "Covered Period" or "Release Period" is October 23, 2016 through November 24, 2021.

10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and

each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release, which provides:

any and all claims, debts, liabilities, demands, obligations, penalties, PAGA penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; and (6) Violation of Business & Professions Code § 17200.

12. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Settlement Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

13. The Settlement Agreement provides that the Gross Settlement Amount is four hundred twenty-five thousand dollars and zero cents (\$425,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

14. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

16. The Court hereby finds the unopposed application of Class Counsel for a costs and

attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$141,666.67 shall be paid for attorney fees and \$12,000.00 shall be paid for litigation costs.

17. The unopposed application of Class Counsel for an Enhancement Payment is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Enhancement Payment shall be allocated to named Plaintiff Helen Santos.

18. The unopposed application of Class Counsel for claims administration fees to <<Name.of.Claims.Admin>> is hereby granted. Of the Gross Settlement Amount, \$15,000.00 shall be paid for settlement administration fees.

19. The Court approves the PAGA Penalties in the amount of \$30,000.00. The Court approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$22,500.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$7,500.00 shall be allocated to the Participating Settlement Class Member.

20. If a Settlement Class Member does not cash his or her settlement check within 160 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a strong nexus between the mission of Bet Tzedek and the interests of the Settlement Class members.

21. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

22. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain

continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

24. This Final Order shall constitute a final judgment.

25. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(Proof of Submission to LWDA)

EXHIBIT "2"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 15, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Clint D. Robison
Samantha L. Squillante
crobison@ohaganmeyer.com
ssquillante@ohaganmeyer.com
O'Hagan Meyer
21550 Oxnard Street, Suite 1050
Woodland Hills, CA, 91367

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 15, 2022, at Woodland Hills, California.


Michelle A. Tanzer