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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ROBERTO UMLAS, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

12232 CHAPMAN AVE., INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 30-2020-01175180-CU-OE-CXC

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange (“Court”), Plaintiff Roberto Umlas (“Plaintiff”) and Defendant 12232 Chapman Ave., Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Roberto Umlas v. 12232 Chapman Ave.*,

1 *Inc.*, Case No. 30-2020-01175180-CU-OE-CXC (Orange County Superior Court) (the “Action”).

2 **DEFINITIONS**

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

5 1. “Action” means *Roberto Umlas v. 12232 Chapman Ave., Inc.*, Case No. 30-2020-
6 01175180-CU-OE-CXC (Orange County Superior Court).

7 2. “Aggrieved Employees” are all current and former California non-exempt employees who
8 were paid overtime and/or double time wages from Defendant at any time during the PAGA Period.

9 3. “Court” is the Superior Court for the State of California, County of Orange.

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

11 5. “Maximum Settlement Amount” means the maximum settlement amount of \$82,050 to
12 be paid by Defendant in full satisfaction of all Settled Claims arising from the Action, which includes all
13 payments to Aggrieved Employees, Plaintiff, Plaintiff’s Counsel, the LWDA, and the Settlement
14 Administrator. Defendant has represented that it issued 3,282 wage statements which included payment
15 of overtime and/or double time wages during the PAGA Period. In the event that this number of such
16 wage statements ends up being higher than 10%, i.e., 328 wage statements for a total of 3,610 during the
17 PAGA Period, Defendant shall proportionately increase the Maximum Settlement Amount by an equal
18 percentage.

19 6. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Attorneys’
20 Fees and Costs, Service Award, and Settlement Administrator Costs.

21 7. “PAGA Period” means from October 16, 2019, through November 30, 2020.

22 8. “Plaintiff’s Counsel” means Polaris Law Group, LLP and Hyun Legal, APC.

23 9. “Service Award” means the amounts to be paid from the Maximum Settlement Amount
24 to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees and for a general
25 release of all claims arising out of his employment with Defendant.

26 10. “Settlement” is the settlement set forth in this Agreement.

27 11. “Settled Claims” means any and all claims for PAGA civil penalties, inclusive of
28 attorneys’ fees and/or costs arising from Defendant’s alleged violation of Labor Code § 226(a) that arose

during the PAGA Period, including Labor Code §§ 226.3 and 2698 *et seq.* “Settled Claims” shall also include any and all claims that, in the absence of this Agreement, Plaintiff or the LWDA would be able to assert on the basis of the notice submitted by Plaintiff to the LWDA on October 16, 2020, and designated as LWDA-CM-809940-20 (the “LWDA Notice”).

TERMS

12. Maximum Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant agrees to pay a maximum amount of \$82,050 (“Maximum Settlement Amount”), which represents the maximum amount payable in this Settlement by Defendant, and includes all attorneys’ fees, litigation costs and expenses, Plaintiff’s Service Award, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

13. PAGA Penalties Fund. The PAGA Penalties Fund, approximately \$34,750, will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately \$26,062), of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately \$8,687), will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendant will provide the necessary information to the Settlement Administrator in order to calculate: (i) the total number of pay periods during the PAGA Period in which the Aggrieved Employee received a wage statement containing overtime and/or double time wages and (ii) the total number of pay periods in which all Aggrieved Employees received such a wage statement during the PAGA Period.

13(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 25% of PAGA Penalties Fund ($\approx$ \$8,687) $\times$ [Pay

Periods by Individual Aggrieved Employee During the PAGA Period ÷ Total
Pay Periods by All Aggrieved Employees during the PAGA Period].

14. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, all out-of-pocket costs and expenses arising out of the Action (including, if applicable, expert fees and investigation costs), the Defendant agrees not to oppose Plaintiff's request that Plaintiff's Counsel be paid a total of \$27,350 for attorneys' fees and up to \$10,000 in actual costs ("Attorneys' Fees and Costs"), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund. The Settlement shall remain binding even if the Court approves a lesser amount of Attorneys' Fees and Costs.

15. Service Award. For a general release of any and all claims Plaintiff may have against Defendant, as individuals or otherwise, arising out of is his employment, and for his service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose Plaintiff's request that Plaintiff be paid the sum of \$7,500 ("Service Award"), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. The Settlement shall remain binding even if the Court approves a lesser amount of Service Awards. Upon receipt of the Service Award, Plaintiff hereby releases and discharges Defendant, as well its past and present officers, directors, shareholders, agents, employees, representatives, attorneys, accountants, insurers, reinsurers, affiliates, assigns, successors, heirs, predecessors in interest, joint venturers, commonly controlled corporations and related entities, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant or other such released party arising out of or relating to Plaintiff's employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment, as well as any or all claims that were or could have been asserted or alleged in this Action or in the LWDA Notice. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to

1 have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

7 Plaintiff represents and warrants that other than this Action and the Notice, Plaintiff has not filed
8 any complaints, charges, or grievances against Defendant or any other party released by this Agreement
9 with any city, county, state, or federal agency or court that are currently pending and that he will not in the
10 future file any such complaints, charges, or grievances asserting or arising from any claim release by this
11 Agreement. Plaintiff further agrees that that he will not hereafter assert any claims against Defendant or
12 any other party released by this Agreement arising from, or on the basis of, the Notice.

13 16. Settlement Administration Costs. The Parties will retain a third-party settlement
14 administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for
15 establishing a qualified settlement fund ("QSF") and issuing all payments and appropriate tax forms to
16 Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration
17 Costs will be paid from the Maximum Settlement Amount. Settlement Administration Costs are estimated
18 at \$2,450.

19 17. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
20 will present this Settlement Agreement to the Court and the LWDA. Plaintiff shall be responsible for
21 preparing and submitting all motions, papers, and notifications regarding this Settlement to the Court and
22 the LWDA, and for providing Defendant an opportunity to propose revisions to the documents prior to
23 filing, which Plaintiff will incorporate in good faith. Plaintiff's Counsel will provide the LWDA with
24 notice of the Settlement before or at the same time the Motion for Approval is filed with the Court. The
25 Parties will request that the Court issue an order and judgment approving the Settlement, incorporating by
26 reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

27 18. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order
28 and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved

1 Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft
2 Office Excel and will include each Aggrieved Employees full name; most recent mailing address and
3 telephone number; Social Security number; the respective number of pay periods during which each
4 Aggrieved Employee received a wage statement containing payment of overtime and/or double time
5 wages during the PAGA Period. The Parties agree and acknowledge that, except for identifying the total
6 number of Aggrieved Employees contained therein, the Aggrieved Employee List, including identification
7 and contact information, is confidential and shall not be shared with Plaintiff or Plaintiff’s Counsel, unless
8 Defendant consents to the disclosure in writing or unless the Court orders the disclosure.

9 19. Funding of the Settlement. Within twenty-one (21) calendar days after entry of the Order
10 and Judgment, Defendant will deposit the Maximum Settlement Amount into the QSF to be established
11 by the Settlement Administrator. Following its deposit of the Maximum Settlement Amount to the
12 Settlement Administrator, Defendant shall have no responsibility, financial obligation, or liability
13 whatsoever with respect to any payments to the LWDA, Aggrieved Employees, Plaintiff’s Counsel,
14 Plaintiff, and any other recipients of funds and/or beneficiaries of the Settlement, including but not limited
15 to all calculations and disbursements of funds, and payment of any taxes or costs relating thereto.

16 20. Date of Settlement Payments. Within twenty-one (21) calendar days after the Court’s
17 Order and Judgment (“Date of Settlement Payments”), the Settlement Administrator will issue payments
18 to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The
19 Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued
20 under this Settlement. In the event of any appeals following the Court’s entry of the Order and Judgment,
21 the Settlement Administrator shall ensure that the QSF is placed in an interest-bearing account until the
22 resolution of all such appeals. Following the resolution of any appeals, the Settlement Administrator shall
23 issue the payments as set forth above within (14) calendar days after the Order and Judgment is final and
24 no longer subject to any appeal. In the event the Settlement is not finally approved following any such
25 appeal(s), the amounts funded by Defendant shall be refunded to Defendant, including all interest earned.

26 21. Settlement Payments to Aggrieved Employees. On the Date of Settlement Payments, the
27 Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA
28 Penalties Fund along with an explanatory notice which will be mutually approved by the parties. Prior to

1 mailing, the Settlement Administrator will perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes. Any checks
3 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-
4 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
5 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
6 other search using the name, address or Social Security number of the Aggrieved Employee involved, and
7 will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds
8 represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement
9 checks by the Settlement Administrator will be distributed to the LWDA. All settlement payments to
10 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

11 22. Settled Claims. Upon the Date of Settlement Payments, Plaintiff and all Aggrieved
12 Employees, and the State of California, including any purported representative or proxy thereof, will
13 release and be forever barred from pursuing against Defendant the Settled Claims.

14 23. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
15 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
16 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
17 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
18 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
19 which any Aggrieved Employee may be entitled under any benefit plans.

20 24. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
21 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
23 right herein released and discharged.

24 25. Nullification of Settlement Agreement. In the event that: (i) the Court does not enter a
25 final Order and Judgment approving the Settlement as provided herein; or (ii) the Settlement does not
26 become final for any other reason, then this Settlement Agreement, and any documents generated to bring
27 it into effect, will be null and void, and the Parties will be returned to their original respective positions.

28 26. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court

1 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
2 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
3 as may be appropriate under court rules or as set forth in this Settlement.

4 27. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
5 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
6 on the Parties.

7 28. Amendment or Modification. This Settlement Agreement may be amended or modified
8 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
9 Parties.

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

19 30. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
20 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 31. California Law Governs. All terms of this Settlement Agreement will be governed by and
22 interpreted according to the laws of the State of California.

23 32. Execution and Counterparts. This Settlement Agreement is subject only to the execution
24 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
26 scanned copies of the signature pages, will be deemed to be one and the same instrument.

27 33. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this

1 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
2 they are each represented by competent counsel and that they have had an opportunity to consult with their
3 counsel regarding the fairness and reasonableness of this Settlement.

4 34. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
5 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
6 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

7 35. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
8 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
9 consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and
10 enforceable. The Parties agree to meet and confer and, if necessary, attempt to renegotiate in good faith to
11 resolve any concerns raised by the Court with respect to any of the terms of this Settlement, in an effort to
12 obtain Court approval.

13 36. Captions. The captions and section numbers in this Settlement Agreement are inserted for
14 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Settlement Agreement.

16 37. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
17 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

19 38. Enforcement Action. In the event that one or more of the Parties institutes any legal action
20 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
21 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
22 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
23 witness fees incurred in connection with any enforcement actions.

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

1 40. Representation By Counsel. The Parties acknowledge that they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
3 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

4 41. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
5 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
6 Settlement Agreement.

7 42. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
9 binding on all Parties, including the State of California which Plaintiff represents in the Action, and agree
10 that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
11 any mediation confidentiality provisions that otherwise might apply under federal or state law.

12 43. Denial of Liability. The Parties expressly recognize that the making of this agreement
13 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
14 Defendant expressly denies any liability for the claims asserted and specifically denies and does not admit
15 any of the allegations against it. Nothing in this Settlement, nor any action taken in implementation
16 thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued
17 or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing
18 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
19 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
20 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
21 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
22 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of
23 the Court entered into in connection therewith.

24
25 **READ CAREFULLY BEFORE SIGNING**

26 **PLAINTIFF**
27
28

1 Dated: 3/12/2021

DocuSigned by:
Roberto Umlas
Roberto Umlas

2
3 **DEFENDANT**

4
5 Dated: March 17, 2021


Print Name: Simcha Mandelbaum
Title: Authorized Representative
12232 Chapman Ave., Inc.

6
7
8
9 **APPROVED AS TO FORM**

10
11 Dated: March 12, 2021

HYUN LEGAL, APC

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13 By: 
Dennis Hyun
Attorneys for Plaintiff
ROBERTO UMLAS

14
15
16
17 Dated: March 12, 2021

DE CASTRO LAW GROUP, P.C.

18
19 By: 
José-Manuel A. de Castro
Attorneys for Defendant 12232 Chapman Ave., Inc.

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ROBERTO UMLAS, individually and on behalf of all
those similarly situated,

Plaintiff,

vs.

12232 CHAPMAN AVE., INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01175180-CU-OE-CXC

**NOTICE OF PRIVATE ATTORNEY GENERAL
ACT (CALIFORNIA LABOR CODE § 2698 ET
SEQ.) SETTLEMENT AWARD**

Notice is hereby given that a Private Attorneys General Act (“PAGA”) settlement award, pursuant to California Labor Code § 2698 *et seq.*, has been approved by the Court, in connection with your employment with Defendant 12232 Chapman Ave., Inc. (“Defendant”), in the lawsuit filed by Plaintiff Roberto Umlas (“Plaintiff”) against Defendant in the Orange County Superior Court, entitled *Roberto Umlas, et al. v. 12232 Chapman Ave., Inc., et al.*, Case No.: 30-2020-01175180-CU-OE-CXC (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

This Notice is being sent to you because you have been identified as a current or former non-exempt (or hourly) employee for Defendant in the State of California who was paid overtime and/or double time wages from Defendant at any time from October 16, 2019, through November 30, 2020 (“Aggrieved Employee”) who is entitled to your portion of this PAGA settlement award. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement award. Your share of the PAGA award proceeds is enclosed herewith.

B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

Plaintiff alleges Defendant failed to identify the correct total hours worked, resulting in violation of Labor Code § 226(a), making Defendant liable for civil penalties under PAGA. Plaintiff also alleged that Defendant violated Labor Code sections 201-203 and 227.3 by failing to pay employees accrued vacation wages. Defendant produced evidence showing that its policy and practice is to pay out all accrued vacation to separated employees. On October 16, 2020, Plaintiff provided written notice to the Labor Workforce & Development Agency (the “LWDA”) and Defendant asserting claims for civil penalties pursuant to PAGA stemming from these alleged violations of the California Labor Code. On December 18, 2020, Plaintiff filed a Complaint entitled *Roberto Umlas, et al. v. 12232 Chapman Ave., Inc., et al.*, Orange Superior Court, Case No. 19STCV21701. The Operative Complaint, filed January 8, 2021, asserts a sole claim for civil penalties under PAGA. Defendant denies all liability or wrongdoing. Nevertheless, the Parties have reached a settlement to avoid the uncertainties of litigation. Specifically, the Parties agreed to a settlement of \$82,050.00 in order to resolve the PAGA claims, which is allocated as follows:

- a. **Attorney Fees and Costs:** Plaintiff’s attorneys will receive 33.33% of the Maximum Settlement Amount, or \$27,350.00 for attorneys’ fees and \$2,070.12 in litigation costs from the Maximum Settlement Amount.
- b. **Plaintiff’s Service Award:** Plaintiff will receive a service award for \$7,500.00 from the Maximum Settlement Amount for his service to the LWDA and the Aggrieved Employees, the risk he undertook by attaching his name to this Action and his general release of claims.
- c. **Administration Costs:** the Settlement Administrator will receive \$2,450.00 for administering the Settlement.

C. ALLOCATION OF SETTLEMENT

After deduction of all of these amounts from the Maximum Settlement Amount, the remainder, or “PAGA Penalties Fund” shall be distributed as follows: 75% will be paid to the LWDA and 25% will be divided among the Aggrieved Employees. The portion of the PAGA Penalties Fund payable to each of the Aggrieved Employees will be based on following calculation:

The number of each Aggrieved Employee’s wage statements containing payment of overtime and/or double time wages during the PAGA Period (October 16, 2019, through November 30, 2020) will be divided by the total number of such wage

statements, which is estimated at 3,282 wage statements, and then multiplied against the 25% share of the PAGA Penalties Fund to reach each Aggrieved Employee's share.

D. WHAT CLAIMS YOU ARE RELEASING THROUGH THIS SETTLEMENT

Through this Settlement, you are releasing Defendant from any and all claims for PAGA civil penalties, inclusive of attorneys' fees and/or costs arising from Defendant's alleged violation of Labor Code § 226(a) that arose during the PAGA Period, including Labor Code §§ 226.3 and 2698 et seq. You are also releasing any and all other claims that, in the absence of the settlement agreement described in this notice, Plaintiff or the LWDA would be able to assert on the basis of the notice submitted by Plaintiff to the LWDA on October 16, 2020, and designated as LWDA-CM-809940-20, which included claims for violations of Labor Code §§ 201-203 and 227.3.

Attorneys for the Plaintiff in this lawsuit are:

POLARIS LAW GROUP LLP William L. Marder, Esq. 501 San Benito St., Suite 200 Hollister, California 95023 Tel: (831) 531-4214 Fax: (831) 634-0333	Dennis S. Hyun, Esq. Hyun Legal, APC 515 South Figueroa St., Suite 1250 Los Angeles, CA 90071 Tel: (213) 488-6555 Fax: (213) 488-6554
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If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE