

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

OSTON JEMBA MADENGUE, HECTOR
REYES, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

v.

GOORIN BROS., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV23129

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Oston Jemba
Madengue and Hector Reyes); and [Proposed]
Order filed concurrently herewith]

Date: August 19, 2021
Time: 9:30 a.m.
Department: SSC17

Complaint Filed: July 3, 2019
FAC Filed: October 24, 2019
SAC Filed: June 22, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiffs Oston Jemba Madengue and Hector Reyes. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles County Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by

1 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
2 depositions, and prepared dozens of expert witnesses for deposition or trial.

3 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
4 exclusively focused on the prosecution of consumer and employment class actions, involving
5 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
6 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
7 in both state and federal courts in the State of California. Our firm has successfully litigated cases
8 involving the executive, administrative, and other overtime exemptions to the State of California
9 and federal overtime compensation requirements. During this relatively short time, in association
10 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
11 in California.

12 **EXAMPLES OF CLASS ACTION RESULTS**

13 7. What follows are just a few examples of the type of results we have achieved on
14 behalf of our clients:

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

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

24 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a national property management company
26 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
27 the court granted final approval of the class and representative action settlement. The Los Angeles
28 County Superior Court Case Number is BC430918.

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

6 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a bank, involving allegations of misclassification
8 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
9 of the class and representative action settlement. The Kern County Superior Court Case Number
10 is S-1500-CV-273194-LHB.

11 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a national wholesale distributor of plumbing and
13 builder supplies, involving allegations of misclassification of multiple salaried “manager”
14 positions. On May 22, 2014, the court granted final approval of the class and representative action
15 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

16 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class action involving allegations of misclassification of the “Operations Manager”
18 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
19 Los Angeles County Superior Court Case Number is BC478769.

20 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class and representative action against a national retailer of household items, on behalf
22 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
23 the class and representative action settlement. The San Francisco County Superior Court Case
24 Number is CGC-13-532344.

25 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action involving allegations of misclassification of the salaried residential
27 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
28 class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national retailer of upscale hardware and home
3 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

6 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a national retailer of apparel and fashion
8 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
9 approval of the class and representative action settlement. The Los Angeles County Superior
10 Court Case Number is BC488069.

11 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a
15 class. The Alameda County Superior Court Case Number is RG13680477.

16 m) Our firm represented the plaintiffs in a representative action under the
17 Private Attorneys General Act, against a real estate and property management company, on behalf
18 of non-exempt employees. On November 4, 2016, the court granted approval of the settlement.
19 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

24 o) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a consumer packaging company, on behalf of non-
26 exempt employees. On March 10, 2017, the court granted final approval of the class and
27 representative action settlement. The Los Angeles County Superior Court Case Number is
28 BC590429.

1 p) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a manufacturer of food service industry supplies
3 on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the
4 class and representative action settlement. The Orange County Superior Court Case Number is 30-
5 2015-00810013-CU-OE-CXC.

6 q) Our firm represented the plaintiffs in a wage-and-hour class and
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class action settlement. The Sacramento County
9 Superior Court Case Number is 34-2015-00175871.

10 r) Our firm represented the plaintiffs in a wage-and-hour class and
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and representative action settlement. The
13 Alameda County Superior Court Case Number is RG15764300.

14 s) Our firm represented the plaintiffs in a wage-and-hour class and
15 representative action against a manufacturer of plastic containers on behalf of non-exempt
16 employees. On October 31, 2017, the court granted final approval of the class and representative
17 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

18 t) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a bank on behalf of non-exempt employees. On
20 December 11, 2017, the court entered an order granting final approval of class and representative
21 action settlement. The Los Angeles County Superior Court Case Number is BC569646.

22 u) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
23 and-hour class and representative action against a property management company on behalf of
24 hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
25 final approval of the class and representative action settlement. The Los Angeles County Superior
26 Court Case Number is JCCP4819.

27 v) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
28 and-hour class and representative action against a global provider of flexible office space

1 solutions. On February 15, 2018, the court entered an order granting final approval of the class
2 and representative action settlement. The Los Angeles County Superior Court Case Number is
3 BC498401.

4 w) Our firm represented the plaintiffs in a wage-and-hour class and
5 representative action against a behavioral health service provider on behalf of non-exempt
6 employees. On November 13, 2018, the court granted final approval of the class and
7 representative action settlement. The Alameda County Superior Court Case Number is
8 RG16811450.

9 x) Our firm, in association with co-counsel, represented the plaintiff in a
10 representative action under the Private Attorneys General Act, against a global provider of
11 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
12 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
13 Court Case Number is S-1500-CV-280215-SDC.

14 y) Our firm represented the plaintiff in a wage-and-hour class action against a
15 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
16 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
17 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
18 JCCP 4886.

19 z) Our firm, in association with other counsel, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law and finding, in part, that
23 employer arbitration agreements are unenforceable where they block a PAGA claim from
24 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

25 aa) Our firm represents the plaintiffs in a wage-and-hour class and representative
26 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
27 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
28 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination

1 Proceeding Number is JCCP 4921.

2 bb) Our firm represented the plaintiffs in a wage-and-hour class and
3 representative action against a national retailer of apparel and fashion accessories, on behalf of
4 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
5 certification in part and certified a class. The Sacramento County Superior Court Case Number is
6 34-2015-00175330-CU-OE-GDS.

7 cc) Our firm represented the plaintiff in a wage-and-hour class and PAGA
8 representative action against a medical equipment supplier on behalf of non-exempt employees.
9 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
10 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

11 dd) Our firm, in association with other counsel, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a large national drug testing
13 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
14 plaintiff's motion for class certification and certified a class. The San Diego County Superior
15 Court Case Number is 37-2018-00019611-CU-OE-CTL.

16 ee) Our firm represented the plaintiffs in a wage-and-hour class and
17 representative action against a national retailer of sportswear, footwear, and camping equipment
18 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
19 motion for class certification and certified a class. The Riverside County Superior Court Case
20 Number is RICJCCP4930.

21 ff) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a plastic packaging company on behalf of non-exempt employees.
23 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
24 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

25 gg) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action against manufacturer and supplier of power products and services on behalf
27 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
28 class certification and certified a class. The San Diego County Superior Court Case Number is

37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Marked and attached hereto as “**EXHIBIT 1**” is the First Amended Stipulation of Class and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs Oston Jemba Madengue and Hector Reyes (“Plaintiffs”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Goorin Bros., Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action and PAGA Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of December 3, 2020, the Class is estimated to consist of approximately two hundred sixty-three (263) individuals.

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

11. Class Counsel has litigated the case for approximately two years, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Mark S. Rudy, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an extensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication,

1 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
2 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
3 of appeals, among other things. During all settlement discussions, the Parties conducted their
4 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
5 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
6 the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able
7 to obtain class certification and prevail at trial. After conducting investigations, formal and
8 informal discovery, and exchange of information, extensive settlement negotiations, and with the
9 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
10 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
11 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
12 adequate resolution of the Released Claims not arising under PAGA of Plaintiffs and Settlement
13 Class Members and the Released Claims arising under PAGA of Plaintiffs and PAGA Employees,
14 against the Released Parties.

15 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
16 scope of the claims, and Class Counsel was preparing the Action for class certification and trial.
17 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
18 informal discovery regarding the facts of the case, including and not limited to, the exchange,
19 review, and analysis of a large volume of documents and data obtained from Defendant and other
20 sources. Class Counsel propounded multiple sets of formal written discovery requests onto
21 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.
22 The volume of data and documents that Class Counsel reviewed and analyzed included and was
23 not limited to: Plaintiffs' employment records and earning statements, a detailed sampling of
24 Class Members' Timecard Data and Payroll Data, company policy waivers (including, but not
25 limited to, Meal Period Waivers for Employee Working Six or Fewer Hours and Second Meal
26 Period Waivers for Employees Working More Than 10 Hours), internal memoranda, job
27 descriptions, Defendant's operations and employment practices (including, but not limited to,
28 Employee Manual Time Sheets and Merchant Performance Reviews), forms (including, but not

1 limited to, Defendant's New Hire Forms and Corrective Action Forms), various Goorin Bros.
2 Policies & Procedures (including, but not limited to, Defendant's Dress Code policy, Time and
3 Attendance policy, On Call Shifts policy, Timekeeping policy, Meal Breaks policy, and Rest
4 Breaks policy, as well as procedures for Clocking In/Out and to Manually Amend Hours), among
5 other information and documents. Class Counsel interviewed Plaintiffs to gather facts and to
6 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
7 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
8 documents and data prior to the mediation. Class Counsel also drafted pleadings and Plaintiffs'
9 mediation brief and prepared for and attended court proceedings, mediation, and settlement
10 negotiations, among other tasks.

11 13. Counsel for the Parties have also invested time researching and investigating the
12 applicable law, which is constantly evolving as it relates to certification, representative PAGA
13 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
14 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
15 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

16 14. The Settlement provides for a Gross Settlement Amount of five hundred sixty-one
17 thousand four hundred sixty-five dollars (\$561,465.00). The Net Settlement Amount is the Gross
18 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
19 and Costs to Class Counsel, Enhancement Payments to Plaintiffs, Settlement Administration Costs
20 to the Settlement Administrator, and the PAGA Amount, 75% of which will be paid to the LWDA
21 ("LWDA Payment") and the remaining 25% will be distributed to PAGA Employees ("PAGA
22 Employee Amount"). Assuming that the amounts allocated under the Settlement toward these
23 payments are awarded by the Court, the Net Settlement Amount is currently estimated to be two
24 hundred seventy-five thousand nine hundred fifty-two dollars and twenty-five cents
25 (\$275,952.25). The Gross Settlement Amount will be fully distributed in accordance with the
26 terms of the Settlement and there is no reversion to Defendant.

27 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
28 Administrator") to handle the notice and settlement administration. The Parties respectfully

1 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
2 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant
3 will compile from its records, which will include each Class Member's full name, last known
4 mailing address, Social Security Number, dates worked for Defendant during the period from
5 July 3, 2015 through February 1, 2021 ("Class Period"), and such other information as is
6 necessary for the Settlement Administrator to calculate Workweeks (collectively, "Class List"),
7 and Simpluris will calculate each Settlement Class Member's estimated *pro rata* share of the Net
8 Settlement Amount ("Individual Settlement Share") and each PAGA Employee's *pro rata* share
9 of the PAGA Employee Amount ("Individual PAGA Payment"). Simpluris will also receive
10 requests for exclusion from the Class Settlement, objections to the Class Settlement, and disputes
11 regarding Workweeks submitted by Class Members; provide necessary reports and declarations;
12 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
13 informational and other tax filings and documents; issue and transmit all payments provided for
14 by the Settlement, including and not limited to, issuing the Individual Settlement Payments and
15 Individual PAGA Payments by way of check to the Settlement Class Members and PAGA
16 Employees; and perform any other usual and customary duties for administering a class action
17 settlement. Settlement Administration Costs are currently estimated not to exceed ten thousand
18 dollars (\$10,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of
19 the Court.

20 16. Based on investigation and information discovered, Class Counsel believes that
21 there is sufficient evidence to support the allegations made in the Action, including the allegations
22 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
23 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
24 rest periods and to pay associated premium pay, failed to timely pay wages during employment
25 and upon termination of employment, failed to provide compliant wage statements, failed to
26 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
27 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
28 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).

1 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
2 subject to the same or similar operations and employment policies, practices, and procedures.
3 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
4 and the Class Members were substantially the same during the time period at issue. As a result,
5 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
6 owed to them by Defendant since July 3, 2015. Thus, in Class Counsel's view, it is clear that the
7 outcome of this litigation would be determined by Defendant's uniform operations and
8 employment practices, policies, and procedures that Plaintiffs allege applied across its non-exempt
9 employees in California during the Class Period.

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

19 18. Defendant, on the other hand, denied and continues to deny any liability and
20 wrongdoing of any kind associated with the claims alleged in the Action, and further denies that
21 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
22 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
23 have also had the opportunity to interview witnesses and review documents and information
24 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
25 operations and employment policies, practices, and procedures. The Parties also reviewed and
26 analyzed a large volume of documents and data, including but not limited to a sampling of Class
27 Members' time and pay information, to determine the potential value and strength of the claims.
28 The available information enabled Class Counsel to estimate the potential claims of the Class and

1 prepare damages/valuation models. Accordingly, the Parties have conducted adequate
2 investigation and discovery to be sufficiently informed of the nature and extent of the Class
3 Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness,
4 adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement
5 given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both
6 sides that would attend further litigation. The Settlement takes into account the strengths and
7 weaknesses of each side's position and the uncertainty of how the case might have concluded at
8 certification, trial, and/or appeals.

9 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
10 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
11 (i.e., \$196,512.75) and reimbursement of actual costs and expenses associated with Class
12 Counsel's litigation and settlement of the Action in an amount not to exceed twenty-five thousand
13 dollars (\$25,000.00), which will be paid out of the Gross Settlement Amount, subject to approval
14 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
15 and will not receive any compensation until recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to seven thousand dollars
17 (\$7,000.00) to each Plaintiffs as Enhancement Payments (for a combined total of \$14,000.00), to
18 be paid out of the Gross Settlement Amount, subject to approval by the Court. Plaintiffs both
19 spent considerable time and effort to produce relevant documents and past employment records
20 and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were
21 available whenever Class Counsel needed them and actively tried to obtain information that would
22 benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive a reasonable
23 Enhancement Payment, in addition to their Individual Settlement Payment and, if eligible,
24 Individual PAGA Payment, for their services on behalf of the Class.

25 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
26 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
27 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
28 case, the inherent costs and risks of further litigation, and the costs and risks associated with class

1 certification, representative adjudication, trial, and/or appeals.

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

4 Executed on this 28th day of July 2021, at Glendale, California.

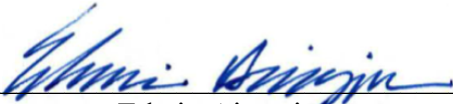
5 
6 Edwin Aiwarzian

EXHIBIT 1

This First Amended Stipulation of Class and PAGA Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Oston Jemba Madengue and Hector Reyes (“Plaintiffs” or “Class Representatives”), on behalf of all others similarly situated and aggrieved employees, and Defendant Goorin Bros., Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”), pursuant to Paragraph 41 of the Stipulation of Class and PAGA Settlement entered into on or around April 5, 2021.

The Parties hereby agree to supplant the Stipulation of Class and PAGA Settlement entered into the by the Parties on or around April 5, 2021, with this First Amended Stipulation of Class and PAGA Settlement. This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members, and PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. On July 3, 2019, Plaintiffs filed a Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, Case No. 19STCV23129 (“Action”), alleging Defendant violated the California Labor Code and California Business & Professions Code §§ 17200, *et seq.* on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since July 3, 2015 for failure to pay overtime wages, failure to provide meal periods and premium payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business expenses.

2. Defendant denies all material allegations set forth in the Action, defined below, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

///

111

1 3. Class Counsel in the Action diligently investigated the proposed Class Members' claims
2 against Defendant, including any and all applicable defenses and the applicable law. The investigation
3 included, *inter alia*, the exchange of information, time and pay data, and documents.

4 4. On December 3, 2020, the Parties participated in mediation with Mark S. Rudy, Esq. (the
5 "Mediator"), a respected mediator of complex wage and hour actions, and eventually, after continued
6 settlement negotiations and with the assistance of the Mediator's evaluations, the Parties reached the
7 settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and
8 the settlement is the result of an informed and detailed analysis of Defendant's potential liability and
9 exposure in relation to the costs and risks associated with continued litigation. Based on the documents
10 produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel
11 believes that the Settlement with Defendant for the consideration and on the terms set forth in this
12 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members
13 in light of all known facts and circumstances, including the risk of significant delay and uncertainty
14 associated with litigation and various defenses asserted by Defendant.

15 5. On January 29, 2021, Plaintiffs Oston Jemba Madengue and Hector Reyes each provided
16 written notice by certified mail ("PAGA Letters") to the California Labor and Workforce Development
17 Agency ("LWDA") of their intent to assert claims under the California Labor Code § 2698, *et seq.*
18 (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims.
19 On June 22, 2021, pursuant to stipulation by the Parties and the Court's order granting leave thereon,
20 Plaintiffs filed the Second Amended Class Action Complaint for Damages and Enforcement Under the
21 Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Second Amended Complaint" or
22 "Operative Complaint") for the purposes of effectuating the Settlement and formally alleging all causes
23 of action investigated, mediated, and settled.

24 6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
25 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
26 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
27 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

28 ///

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 11 below.

b. “Class Counsel” or “Plaintiffs’ Counsel” mean Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, last known mailing address, Social Security Number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined below).

d. “Class Member(s)” or “Class” mean all current and former non-exempt employees employed by Defendant at any time during the Class Period.

e. “Class Notice” means the Notice of Class Action and PAGA Settlement, substantially in the form attached as “**Exhibit A.**”

f. “Class Period” means the time period from July 3, 2015 through the earlier of: (a) February 1, 2021, or (b) the date of the Preliminary Approval Order.

g. “Class Representatives” or “Plaintiffs” mean Oston Jemba Madengue and Hector Reyes.

h. “Class Settlement” means the settlement and release of the Released Claims that do not arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

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

j. “Defendant” means Goorin Bros., Inc.

///

1 k. “Defendant’s Counsel” means Maureen K. Bogue and Noah Levin of Pacific
2 Employment Law.

3 l. “Effective Date” means the date when all of the following events have occurred:
4 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel;
5 (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to
6 the Class Members, providing them with an opportunity to object to the terms of the Class Settlement
7 or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final
8 Approval Order and Judgment; and (5) the later of the following events: five business days after the
9 period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval
10 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been
11 filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order
12 and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings
13 opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies
14 or relief.

15 m. “Enhancement Payments” means the amount to be paid to Plaintiffs Oston Jemba
16 Madengue and Hector Reyes in recognition of their effort and work in prosecuting the Action on behalf
17 of Class Members and in exchange for a general release, as set forth in Paragraph 12 below.

18 n. “Final Approval” means the determination by the Court that the settlement is fair,
19 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

20 o. “Final Approval Hearing” means the hearing at which the Court will consider and
21 determine whether the settlement should be granted Final Approval.

22 p. “Gross Settlement Amount” means the amount of Five Hundred Sixty One
23 Thousand Four Hundred Sixty Five Dollars (\$561,465.00) to be paid by Defendant in full resolution of
24 all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement
25 Payments, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and
26 Settlement Administration Costs. The employer’s share of taxes on the wages portion of Individual
27 Settlement Shares will be paid separately and in addition to the Gross Settlement Amount.

28 ///

1 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
2 Amount that a PAGA Employee may be eligible to receive under the Settlement Agreement, to be
3 calculated in accordance with Paragraph 16.

4 r. “Individual Settlement Payment” means the net payment of each Settlement Class
5 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
6 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
7 Paragraph 27 below.

8 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
9 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
10 calculated in accordance with Paragraph 15.

11 t. “LWDA Payment” means the amount of Thirty Thousand Dollars (\$30,000.00),
12 i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and
13 Workforce Development Agency (“LWDA”) as set forth in Paragraph 14.

14 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
15 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the
16 Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and
17 Attorneys’ Fees and Costs.

18 v. “Notice of Objection” means a Class Member’s valid and timely written
19 objection to the Class Settlement, which must be in writing and include: (a) the case name and number
20 of the Action; (b) the objector’s full name, signature, address, and telephone number, and the last four
21 digits of his or her Social Security number, (c) a written statement of all grounds for the objection
22 accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other
23 documents upon which the objection is based.

24 w. “Operative Complaint” means the Second Amended Class Action Complaint for
25 Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.
26 that was filed on June 22, 2021.

27 x. “PAGA Amount” means the amount of Forty Thousand Dollars (\$40,000.00) that
28 the Parties have agreed to pay to settle all claims under PAGA, as set forth in Paragraph 14. Seventy-

five percent (75%) of the PAGA Amount, or \$30,000.00, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or, \$10,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount). The PAGA Amount shall be payable from the Gross Settlement Amount.

y. “PAGA Employees” means Plaintiffs and all Class Members employed by Defendant at any time during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Ten Thousand Dollars, i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis.

aa. “PAGA Period” means the time period from July 3, 2018 through the earlier of: (a) February 1, 2021, or (b) the date of Preliminary Approval.

bb. “PAGA Settlement” means the settlement and release of the Released Claims that do arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

cc. “PAGA Workweeks” means the number of Workweeks each PAGA Employee worked for Defendant during the PAGA Period.

dd. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

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

ff. “Released Claims” means any and all claims and damages arising from any of the facts alleged in Plaintiffs’ Operative Complaint and PAGA Letters, during the Class Period, including Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, *et seq.*, for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and well as all claims and penalties under the Private Attorneys General Act of 2004 arising from any of the facts alleged in the Operative Complaint and/or PAGA Letters during the PAGA Period.

1 gg. “Released Parties” means Defendant, and all its present and former parent
2 companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
3 employees, agents, attorneys, insurers, successors and assigns.

4 hh. “Request for Exclusion” means a timely letter submitted by a Class Member
5 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
6 contain the case name and number of the Action, (b) be signed by the Class Member, (c) contain the full
7 name, address, telephone number, and the last four digits of the Social Security number of the Class
8 Member requesting exclusion, (d) clearly state that the Class Member does not wish to be included in
9 the Class Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address,
10 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
11 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
12 has been timely submitted. A Class Member who does not request exclusion from the Class Settlement
13 will be deemed a Settlement Class Member and will be bound by all terms of the Settlement Agreement,
14 if the Settlement is granted Final Approval by the Court. Class Members shall not be permitted to opt
15 out of the PAGA Settlement.

16 ii. “Response Deadline” means the deadline by which Class Members must submit a
17 Request for Exclusion, Notice of Objection, and/or Workweek Dispute credited to them, which shall be
18 the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement
19 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
20 Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that a
21 Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the
22 extended by fifteen (15) calendar days.

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

28 ///

kk. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 13 below.

11. “Settlement Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

mm. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period, which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7). Each Class Member will be credited with at least one (1) Workweek. The Workweeks through December 3, 2020 are estimated to be approximately 12,477.

nn. “Workweek Dispute” means a timely letter submitted by a Class Member disputing the number of Workweeks allocating to him or her in his or her Class Notice. The Workweek Dispute: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether the Workweek Dispute has been timely submitted.

CLASS CERTIFICATION

8. For the purposes of this settlement only, the Parties stipulate to the certification of the above-defined Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the

1 settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
2 in connection with, the issue of whether or not certification would be inappropriate in a non-settlement
3 context.

4 **TERMS OF AGREEMENT**

5 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
6 forth herein, the Parties agree, subject to the Court's approval, as follows:

7 10. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after the
8 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
9 to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar
10 days of the Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount into
11 a settlement account to be established by the Settlement Administrator. Within seven (7) calendar days
12 of the funding of Gross Settlement Amount, the Settlement Administrator will issue payments due under
13 the settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
14 Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the
15 LWDA; (d) Enhancement Payments to Plaintiffs; and (e) Attorneys' Fees and Costs to Class Counsel.
16 The Settlement Administrator will also issue a payment to itself for Settlement Administration Costs.

17 11. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
18 attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to One
19 Hundred Ninety Six Thousand Five Hundred Twelve Dollars and Seventy Five Cents (\$196,512.75))
20 and reimbursement of actual costs and expenses associated with Class Counsel's litigation and
21 settlement of the Action, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000), both of
22 which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will
23 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
24 the litigation of the Action, including without limitation all work performed and costs incurred to date,
25 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
26 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
27 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
28 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the

Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. Enhancement Payments. In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments in an amount up to Seven Thousand Dollars (\$7,000.00) each to Plaintiffs Oston Jemba Madengue and Hector Reyes, for a combined amount of Fourteen Thousand Dollars (\$14,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments and Individual PAGA Payments that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiffs agree to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payments. Should the Court approve the Enhancement Payments to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amounts approved by the Court and the amounts allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this settlement, calculating and distributing payments due under the settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this settlement, and as requested by the Parties.

To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Forty Thousand Dollars (\$40,000.00) from the Gross Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or Thirty Thousand Dollars (\$30,000.00), will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, Ten Thousand Dollars (\$10,000.00), will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

15. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweeks Value," and multiply each Class Member's individual Workweeks by the Estimated Workweeks Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweeks Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweeks Value to yield his or her Individual Settlement Share.

16. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Employee PAGA Amount based on the PAGA Employees' number of PAGA Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

1 17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
2 settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
3 are issued to the payee. It is expressly understood and agreed that payments made under this settlement
4 shall not in any way entitle Plaintiffs, PAGA Employees, or any Settlement Class Member to additional
5 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,
6 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
7 Plaintiffs, PAGA Employees, or any Settlement Class Member to any increased retirement, 401K
8 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary
9 language or agreement in any benefit or compensation plan document that might have been in effect
10 during the Class Period).

11 18. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval,
12 Defendant will provide the Class List to the Settlement Administrator.

13 19. Notice by First-Class U.S. Mail.
14 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
15 the Settlement Administrator will perform a search based on the National Change of Address Database
16 or any other similar services available, such as provided by Experian, for information to update and
17 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
18 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
19 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

20 b. With respect to Class Notices that are returned as undeliverable on or before the
21 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
22 trace and re-mail the Class Notice within five (5) calendar days.

23 20. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
24 number of Workweeks to which they have been credited, as reflected in their respective Class Notices
25 by submitting a Workweek Dispute as defined above. Absent evidence rebutting the accuracy of
26 Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing
27 Class Member, Defendant's records will be presumed correct and determinative of the Workweek
28 Dispute. However, if a Class Member produces information and/or documents to the contrary, the

Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such Workweek Dispute will be final and non-appealable.

21. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the Legal Aid Foundation of Los Angeles. The Parties and their counsel each represent that they do not have any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres* recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks. Settlement Class Members whose Individual Settlement Payment checks and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for

1 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
2 validly requests to be excluded from the Class Settlement will not be a Settlement Class Member, will
3 not be bound by the Class Settlement, will not receive an Individual Settlement Payment, and will not
4 have any right to object, appeal, or comment on the Class Settlement. Notwithstanding the above, all
5 PAGA Employees will be bound to the PAGA Settlement and will receive their Individual PAGA
6 Payment irrespective of whether they submit a Request for Exclusion.

7 23. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
8 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
9 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
10 and not limited to those pertaining to the Released Claims, as well as any judgment that may be entered
11 by the Court if it grants Final Approval to the Settlement.

12 24. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
13 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may
14 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before
15 the Response Deadline or appear at the Final Approval Hearing and offer an oral objection. The Notice
16 of Objection must be signed by the Settlement Class Member and contain all information required by
17 this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that
18 the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or
19 otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the
20 Final Approval Order and Judgment.

21 25. Reports by the Settlement Administrator Regarding Settlement Administration. The
22 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
23 certifies: (a) the number of Class Members who have submitted a Workweek Dispute; (b) the number
24 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
25 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
26 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
27 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
28 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or

1 Settlement.

2 26. Certification of Completion. Upon completion of administration of the Settlement, the
3 Settlement Administrator will provide a written declaration under oath to certify such completion to the
4 Court and counsel for all Parties.

5 27. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
6 Individual Settlement Share will be allocated as follows: one-third (1/3) wages, one-third (1/3) penalties,
7 and one-third (1/3) interest. The portion allocated to wages will be reported on an IRS Form W-2 and
8 the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement
9 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to
11 Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual
12 Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions
13 on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Gross
14 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
15 penalties, interest, and non-wage damages.

16 28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
17 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
19 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
20 payroll taxes, contributions, and withholdings to the appropriate government authorities.

21 29. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
22 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
23 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
24 Class Members, and PAGA Employees understand and agree that they will be solely responsible for
25 correctly characterizing any compensation received under the settlement on his/her personal income tax
26 returns and paying any and all taxes due for any and all amounts paid to them under the settlement.

27 30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

1 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
6 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
7 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
8 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
9 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
10 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
11 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
12 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
13 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
15 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
17 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
18 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
19 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
20 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
21 BY THIS SETTLEMENT AGREEMENT.

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

26 32. Release of Claims by Settlement Class Members. Upon the Effective Date and full
27 funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a valid
28 and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
2 Released Claims that do not arise under PAGA that he or she may have or had during the Class Period.

3 33. Release of Claims by PAGA Employees. Upon the Effective Date and full funding of the
4 Gross Settlement Amount, Plaintiffs and all PAGA Employees will be deemed to have fully, finally,
5 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
6 Released Claims that do arise under PAGA he or she may have had during the PAGA Period.

7 34. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and full
8 funding of the Gross Settlement Amount, Plaintiffs will be deemed to have fully released and discharged
9 the Released Parties of and from all claims arising from their employment with Defendant, separation of
10 employment from Defendant, and any acts that have or could have been asserted in any legal action or
11 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law,
12 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
13 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
14 Security Act, National Labor Relations Act, California Corporations Code, California Business and
15 Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended),
16 and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination,
17 lost wages, benefits, other employment compensation, emotional distress, medical expenses, other
18 economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the
19 Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity,
20 Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code
21 Section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
23 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
24 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.

25 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
26 known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully
27 and release all claims they now have against the Released Parties, whether known or unknown, suspected
28 or unsuspected. The Enhancement Payments will be paid to Plaintiffs specifically in exchange for the

1 general release of the Released Parties from all claims, including those specified in this paragraph and a
2 covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiffs
3 shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or
4 other claims that may not be released by law.

5 35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

6 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
7 Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will
8 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
9 Class Counsel will provide Defendant's Counsel a draft of the Preliminary Approval Motion before the
10 filing deadline. Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement
11 consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order
12 ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
13 following:

- 14 a. Conditionally certifying the Class for settlement purposes only;
- 15 b. Granting Preliminary Approval of the Settlement;
- 16 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 17 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 18 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
19 Notice and directing its mailing to the Class by first class mail;
- 20 f. Approving the manner and method for Class Members to request exclusion from
21 or object to the Class Settlement as contained herein and within the Class Notice; and
- 22 g. Scheduling a Final Approval Hearing at which the Court will determine whether
23 the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class
24 Members and PAGA Employees.

25 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
26 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
27 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
28 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;

(d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in this Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

37. Termination or Revocation of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Response Deadline. If Defendant exercises this option, Defendant shall pay any Settlement Administration Costs incurred by the Settlement Administrator up to that date.

38. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

- a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating

1 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
2 Administrator is notified that the settlement has been terminated;

3 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
4 any order certifying the Class, shall be vacated;

5 d. The Settlement Agreement and all negotiations, statements and proceedings
6 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
7 to their respective positions in the Action prior to the execution of the Settlement Agreement;

8 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
9 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
10 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
11 and

12 f. Any documents generated to bring the settlement into effect, will be null and void,
13 and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
14 likewise be treated as void from the beginning.

15 39. Escalator Clause. Defendant represents that, for the period of July 3, 2015 to December
16 3, 2020, there were approximately 12,477 Workweeks. If it is determined that the total number of Class
17 Members increases by more than ten percent (10%) during the period from July 3, 2015 to December 3,
18 2020, then, the Gross Settlement Amount will be increased on a proportional basis by the same number
19 of percentage points above ten percent (10%) by which the actual number of Workweeks exceeds 12,477
20 (e.g., if the threshold of 12,477 Workweeks is exceeded by 15%, the Gross Settlement Amount will
21 increase by 5%).

22 40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
23 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
24 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
25 enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-
26 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

27 41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
28 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set

1 forth herein. Any exhibits to this Settlement Agreement are an integral part of the settlement.

2 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
3 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
4 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
5 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
6 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
7 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
8 contradict the terms of this Settlement Agreement.

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

13 44. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
14 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
15 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
16 will not constitute a waiver of any other provision.

17 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
21 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
22 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
23 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
24 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
25 provisions that otherwise might apply under state or federal law.

26 46. Signatories. It is agreed that because the members of the Class are so numerous, it is
27 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
28 The Class Notice will advise all Class Members of the binding nature of the release of claims under the

1 Settlement as to the Settlement Class Members and PAGA Employees, and the release shall have the
2 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member
3 and PAGA Employee.

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

6 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 49. Execution and Counterparts. This Settlement Agreement is subject only to the execution
9 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
11 signature page, will be deemed to be one and the same instrument.

12 50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
14 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
15 account all relevant factors, present and potential. The Parties further acknowledge that they are each
16 represented by competent counsel and that they have had an opportunity to consult with their counsel
17 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
18 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
19 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
20 is objectively fair and reasonable.

21 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 52. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement
26 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

27 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
28 the dispute that has arisen between them and to avoid the burden, expense and risk of continued

litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

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

55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

57. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

58. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,

1 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
2 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
4 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
5 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
6 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
7 admission or concession by Defendant of any such violations or failures to comply with any applicable
8 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
9 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
10 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
11 existence of any condition constituting a violation of, or a non-compliance with state, federal, local or
12 other applicable law.

13 54. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
14 for 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 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
18 more strictly against one party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
20 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

21 56. Representation by Counsel. The Parties acknowledge that they have been represented by
22 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
23 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

24 57. All Terms Subject to Final Court Approval. All amounts and procedures described in
25 this Settlement Agreement herein will be subject to final Court approval.

26 58. Notices. All notices, demands, and other communications to be provided concerning this
27 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
28 or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Edwin Aiwazian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Maureen K. Bogue
Noah Levin
PACIFIC EMPLOYMENT LAW
260 California Street, Suite 500
San Francisco, California 94111

59. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

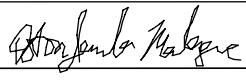
61. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF OSTON JEMBA MADENGUE

Dated: 07/22/2021, 2021

Electronically Signed: 2021-07-22 21:45:02 UTC - 172.58.107.254
AssureSign®  2069267d-3057-4955-8147-ad6d015d4c4e

Oston Jemba Madengue, Plaintiff

PLAINTIFF HECTOR REYES

Electronically Signed 2021-07-22 23:23:12 UTC - 172.56.16.103
AssureSign® e602763-77e0-458e-9fe1-a06d015edbf6

Dated: 07/22/2021, 2021

Hector Reyes, Plaintiff

DEFENDANT GOORIN BROS., INC.

Dated: _____, 2021

Full Name: _____

Title: _____

On behalf of Goorin Bros., Inc.

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____, 2021

Edwin Aiwarzian
Attorneys for Plaintiffs Oston Jemba Madengue and
Proposed Class Counsel

PACIFIC EMPLOYMENT LAW

Dated: _____, 2021

Maureen K. Bogue
Noah Levin
Attorneys for Defendant Goorin Bros., Inc.

PLAINTIFF HECTOR REYES

Dated: _____, 2021

Hector Reyes, Plaintiff

DEFENDANT GOORIN BROS., INC.

Dated: _____, 2021

Full Name: _____

Title: _____

On behalf of Goorin Bros., Inc.

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: July, 2021



Edwin Aiwazian

Attorneys for Plaintiffs Oston Jemba Madengue and
Proposed Class Counsel

PACIFIC EMPLOYMENT LAW

Dated: _____, 2021

Maureen K. Bogue

Noah Levin

Attorneys for Defendant Goorin Bros., Inc.

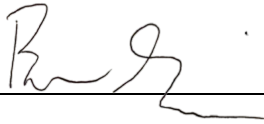
PLAINTIFF HECTOR REYES

Dated: _____, 2021

Hector Reyes, Plaintiff

DEFENDANT GOORIN BROS., INC.

Dated: July 28, _____, 2021



Full Name: Ben Goorin

Title: President & CEO

On behalf of Goorin Bros., Inc.

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: _____, 2021

Edwin Aiwarzian
*Attorneys for Plaintiffs Oston Jemba Madengue and
Proposed Class Counsel*

PACIFIC EMPLOYMENT LAW

Dated: July 28 _____, 2021


Maureen K. Bogue
Noah Levin
Attorneys for Defendant Goorin Bros., Inc.

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Madengue, et al. v. Goorin Bros., Inc.
Superior Court of California for the County of Los Angeles, Case No. 19STCV23129

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Oston Jemba Madengue and Hector Reyes (together, "Plaintiffs") and Defendant Goorin Bros., Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Madengue, et al. v. Goorin Bros., Inc.*, Los Angeles County Superior Court, Case No. 19STCV23129 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees employed by Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 3, 2015 through February 1, 2021.

"Class Settlement" means the settlement and release of the Released Claims that do not arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"PAGA Employees" means Plaintiffs and all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from July 3, 2018 through February 1, 2021.

"PAGA Settlement" means the settlement and release of the Released Claims that do arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

II. BACKGROUND OF THE LAWSUIT

On July 3, 2019, Plaintiffs Oston Jemba Madengue and Hector Reyes ("Plaintiffs") commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 19STCV23129. On October 24, 2019, Plaintiffs filed a First Amended Class Action Complaint for Damages. On January 29, 2021, Plaintiffs Oston Jemba Madengue and Hector Reyes each provided written notice by certified mail ("PAGA Letters") to the California Labor and Workforce Development Agency ("LWDA") of their intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On June 22, 2021, Plaintiffs filed a Second

Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (PAGA) (the “Operative Complaint”). Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Stipulation of Class and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Oston Jemba Madengue and Hector Reyes as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is five hundred sixty-one thousand four hundred sixty-five dollars and no cents (\$561,465.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$196,512.75) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-five thousand dollars and no cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed seven thousand dollars and no cents (\$7,000.00) each to Plaintiffs for their services in the Action (for a total of \$14,000); (3) PAGA Amount in the amount of forty thousand dollars and no cents

(\$40,000.00) allocated toward penalties under PAGA, of which 75% (i.e., \$30,000.00), will be paid to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$10,000.00), will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed ten thousand dollars and no cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by calculating the number of days between each Class Member’s start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweeks Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweeks Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Employees eligible to receive payment under the Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Employee worked for Defendant during the PAGA Period (“PAGA Workweeks”).

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2; and one-third (1/3) penalties and one-third (1/3) interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records:

From July 3, 2015 to February 1, 2021, you worked for Defendant as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

According to Defendant’s records, you have been credited with [REDACTED] PAGA Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator (“Workweek Dispute”). The Workweek Dispute must: (a) contain the case name and number of the Lawsuit (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social

Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

Simpluris, Inc.
[contact info]

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Individual PAGA Payment will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Employees in accordance with the Settlement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the Legal Aid Foundation of Los Angeles. Settlement Class Members whose Individual Settlement Payment checks and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

E. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do not arise under PAGA that he or she may have or had during the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do arise under PAGA that he or she may have had during the PAGA Period.

“Released Claims” means any and all claims and damages arising from any of the facts alleged in Plaintiffs’ Operative Complaint and PAGA Letters, during the Class Period, including Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, *et seq.*, for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and well as all claims and penalties under the Private Attorneys General Act of 2004 arising from any of the facts alleged in the Operative Complaint and/or PAGA Letters, during the PAGA Period.

“Released Parties” means Defendant, and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

F. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$196,512.75) and reimbursement of litigation costs and expenses in an amount of up to twenty-five thousand dollars and no cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of seven thousand dollars and no cents (\$7,000.00) to each of them (“Enhancement Payments”), in recognition of their services in connection with the Action (for a total of \$14,000). The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement, subject to approval by the Court.

H. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed ten thousand dollars and no cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. PAGA Employees may not opt out or exclude themselves from the PAGA Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims described in Section III.E above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the address listed in Section III.B above.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III.E above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will receive their Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section III.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90014, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los

Angeles, California 90012, during business hours, or by online by visiting the following website:
<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

NOTE: you may access the Court's covid-19 guidelines, "Here For You | Safe For You" online at
<http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.