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Attorneys for Plaintiff and the Proposed Class

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

LEN WILLIAMS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

SEAL BEACH UNION, INC., a California
Corporation; JOSEPH HARRIS, an individual;
ELIZABETH HARRIS, an individual;
ANDREW HARRIS, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2021-01197476-CU-OE-CXC

*[Assigned for all purposes to Honorable
Melissa R. McCormick, Dept. CX104]*

**SUPPLEMENTAL DECLARATION OF
DANIEL SROURIAN IN SUPPORT OF
PLAINTIFF'S UNOPPOSED NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 15, 2024
Time: 2:00 p.m.
Dept: CX104

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1 I, Daniel Srourian, declare as follows:

- 2 1. I am an attorney licensed to practice law in the State of California and counsel to the named
3 Plaintiff, Len Williams (“Plaintiff”) in the above-captioned matter.
- 4 2. This Declaration is submitted in support of Plaintiff’s Unopposed Motion For Preliminary
5 Approval Of Class Action and PAGA Settlement. The following facts are within my
6 personal knowledge and, if called as a witness herein, I can and will competently testify
7 hereto.
- 8 3. Per the Court’s tentative ruling, Class Counsel did not submit the moving papers to
9 the LWDA on July 3, 2023 when the Proposed Settlement of PAGA case form and
10 Settlement Agreement were uploaded. On February 1, 2024, my office (at my
11 direction) gave notice to the Labor and Workforce Development Agency
12 (“LWDA”) by visiting their website at [https://www.dir.ca.gov/Private-Attorneys-
13 General-Act/Private-Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html). The Proposed Settlement of
14 PAGA case form located on the website was completed with the required
15 information, a copy of the initial Settlement Agreement, a copy of the Amended
16 Settlement Agreement, and all other supplemental briefs and/or amended documents
17 were uploaded and then submitted to the LWDA via their website. Attached hereto
18 as **Exhibit 1** is a true and correct copy of the proof of submission to the LWDA.
- 19 4. The allocation of PAGA penalties is fair, reasonable and adequate in view of
20 PAGA’s purposes to remediate present labor law violations, deter future violations,
21 and maximize enforcement of state labor laws.
- 22 5. Class Counsel represents that it has no interest or relationship, financial or otherwise,
23 with Legal Aid Foundation of Los Angeles. Legal Aid Foundation of Los Angeles is
24 an appropriate recipient because INSERT.
- 25 6. As part of Plaintiff’s Counsel’s due diligence, counsel obtained the time and pay
26 records for 18% of the overall class. Counsel then hired an expert to perform an
27 analysis of those records, analyzing each and every single shift contained in the
28 sample records. Counsel’s expert provided a detailed summary of damages according
to the sample records, which was then extrapolated out for the entire class.

- 1 7. Plaintiff's Counsel estimates that the total maximum recovery is \$891,000, comprised
2 of the following: \$40,919 in unpaid wages due to rounding, \$65,085 in unpaid wages
3 due to 15 minutes of off-the-clock time per shift per class member, \$21,289 in unpaid
4 overtime due to improper regular rate calculation, \$204,576 in unpaid meal break
5 premiums due to meal break violations due to meal breaks being recorded late, short,
6 or not being recorded at all, and \$249,777 in unpaid rest break premiums due to rest
7 break violations (assumes 100% violation rate for 13,709 shifts greater than 3.5 hours
8 at an \$18.22 average hourly rate of pay)
- 9 8. Additionally, Plaintiff's Counsel estimated an additional \$100,104 in waiting time
10 penalties in accordance with California Labor Code Section 201 (based on 32
11 terminated employees from 4/27/18 until the date of preliminary approval), as well as
12 an additional \$65,650 in wage statement penalties (based on 23 employees from
13 4/27/20 through preliminary approval). Lastly, Plaintiff calculated \$143,600 in
14 PAGA penalties per violation.
- 15 9. Plaintiff's Counsel valued the rounding claim, improper regular rate calculation
16 claim, and unpaid meal break claim the highest. Plaintiff's Counsel estimated a 75%
17 chance recovery on those claims. Plaintiff's Counsel estimated a 10% chance for
18 certifying the off-the-clock claim and rest break claim due to too many individualized
19 issues. The remainder of claims is comprised of penalties, for which Plaintiff's
20 Counsel estimated a 20-30% chance of recovery due to their discretionary nature.
- 21 10. Per the Court's tentative ruling, the 45-day deadline for submitting exclusions,
22 objections, and disputes was changed to 60 days in the Amended Settlement
23 Agreement.
- 24 11. Per the Court's tentative, the release language in the original settlement agreement
25 was revised in the Amended Settlement Agreement to more accurately reflect the
26 various releases by the Participating Class Members and the Aggrieved Employees.
- 27 12. Per the Court's tentative, the language in the original settlement agreement was
28 revised in the Amended Settlement Agreement to state that the administrator may
make an initial determination of each Class Member's allocation of Workweeks

1 and/or Pay Periods. Thereafter, the Administrator shall promptly provide copies of all
2 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
3 Class Counsel and the Administrator's determination the challenges. All disputes
4 submitted by Class Members shall then be filed with the Court, along with any
5 evidence submitted, and the resolution of the dispute to provide the Court with an
6 opportunity to review the decision made by the Settlement Administrator regarding a
7 claim dispute.

8 13. Since the time that prior representations were made, Class Counsel has not become
9 aware of any related pending actions or other cases that may be impacted by the
10 settlement.

11 14. The Class Notice was revised consistent with the changes set forth in the Settlement
12 Agreement. All other changes set forth in the tentative were also made.

13 15. Attached hereto as **Exhibit 2** is a true and correct copy of the redlined Class Notice.

14 16. Both the English and Spanish versions of the Class Notice were attached to the
15 Proposed Order as Exhibits 1 & 2. They are also attached to the Amended Proposed
16 Ordered as Exhibits 1 & 2. The Spanish-language version is a certified translation.
17 Attached hereto as **Exhibit 3** is a true and correct copy of the Certification of
18 Translation.

19 17. The Proposed Order was revised consistent with the changes set forth in the
20 Settlement Agreement and Class Notice. An Amended Proposed Order is filed
21 herewith.

22 18. Attached hereto as **Exhibit 4** is a true and correct copy of the redlined Amended
23 Proposed Order.

24 19. Attached hereto as **Exhibit 5** is a true and correct copy of the fully executed
25 Amendment to the Settlement Agreement.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing declaration is true and correct. Executed January 15, 2024 at Los Angeles, CA.

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By: _____
DANIEL SROURIAN

EXHIBIT 1

EXHIBIT 2

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

Len Williams v. Seal Beach Union, Inc., et al.
Orange County Superior Court Case No. 30-2021-01197476-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit ("Action") filed against Seal Beach Union, Inc. ("Seal Beach Union"), Joseph Harris ("J Harris"), Andrew Harris ("A Harris"), and Elizabeth Harris ("E Harris") (collectively "Seal Beach"), for alleged wage and hour violations. The Action was filed by a former employee of Seal Beach, Len Williams ("Williams") and seeks payment of (1) back wages and other relief as applicable for a class of non-exempt, hourly employees ("Class Members") who worked for Seal Beach during the Class Period from April 27, 2017 to [preliminary approval date]; and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly employees who worked for Seal Beach during the PAGA Period of February 19, 2020 to [preliminary approval date] ("Aggrieved Employees").

Deleted: and

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Seal Beach disputes all claims made by Williams and no Court has ruled on the validity of the Action. After good-faith discussions and for business-related reasons, Seal Beach decided to settle the Action rather than spending time, energy, and resources on litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Seal Beach to fund Individual Class Payments, and (2) a PAGA Settlement requiring Seal Beach to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Seal Beach's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ XXX (less withholding) and your Individual PAGA Payment is estimated to be \$XXX**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Seal Beach' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Seal Beach' records showing that **you worked XX workweeks** during the Class Period and **you worked XXX workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court provided preliminarily approval of the proposed Settlement and approved this Notice. The Court has not decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Williams and

Williams’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Seal Beach to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Seal Beach.

If you worked for Seal Beach during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Seal Beach.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion (attached to this Notice) or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Seal Beach, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Seal Beach will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Seal Beach that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is XXX	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion (attached to this Notice). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Seal Beach must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Williams who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Williams, but every dollar paid to Class Counsel and Williams reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Williams if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the XXX Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on XXX. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by XXXX.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Seal Beach’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by XXX. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Williams is a former employee of Seal Beach. The Action accuses Seal Beach of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Williams has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Williams is represented by attorneys in the Action: Daniel Srourian of Srourian Law Firm, P.C (“Class Counsel.”)

Seal Beach strongly denies the Action or violating any laws or failing to pay any wages and contends they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Seal Beach or Williams are correct. Williams and

Seal Beach entered into good-faith discussions in an effort to resolve the Action by negotiating to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By entering into a Memorandum of Understanding and thereafter signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Williams and Seal Beach have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Seal Beach do not admit any violations or concede the merit of any claims.

Williams and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Seal Beach have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Seal Beach Will Pay \$150,000.00 as the Gross Settlement Amount (Gross Settlement). Seal Beach have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Seal Beach will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Williams and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 50,000.00 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Williams will receive other than Williams's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Williams and Seal Beach are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to settlement of claims [i.e., interest and/or penalties] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Seal Beach will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Williams and Seal Beach have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost and paid to Legal Aid Foundation of Los Angeles, non-profit organization or foundation (“Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion, attached at the end of this Notice, by XXX (the “Response Deadline”). The Request for Exclusion can also be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Seal Beach.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Seal Beach based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Williams and Seal Beach have agreed that, in either case, the Settlement will be void: Seal Beach will not pay any money and Class Members will not release any claims against Seal Beach.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion (attached to this Notice). The Administrator will also make an initial decision regarding Class Member Challenges over Workweeks, and will mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Named Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The Named Plaintiff, Len Williams has also agreed to a release pursuant to California Civil Code section 1542.

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims premised on failure to pay overtime wages; failure to pay regular wages; failure to pay minimum wages; off-the-clock work; failure to provide meal periods and rest breaks or additional pay in lieu thereof; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor

Code; failure to keep accurate time records; failure to provide employees with rates of pay and overtime rates applicable to their employment, including failure to properly calculate the overtime rate (regular rate of pay); failure to reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages; violations of California's sick leave laws; violations of California Labor Code §§ 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 248.5, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2698, et seq.; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violation of California Business and Professions Code section 17200, et seq. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, claims premised on failure to pay overtime wages; failure to pay regular wages; failure to pay minimum wages; off-the-clock work; failure to provide meal periods and rest breaks or additional pay in lieu thereof; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failure to keep accurate time records; failure to provide employees with rates of pay and overtime rates applicable to their employment, including failure to properly calculate the overtime rate (regular rate of pay); failure to reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages; violations of California's sick leave laws; violations of California Labor Code §§ 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 248.5, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2698, et seq.; and related violations of the applicable California Wage Orders.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during

the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Seal Beach's records, are stated in the first page of this Notice. You have until **XXX** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Seal Beach' calculation of Workweeks and/or Pay Periods based on Seal Beach's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make an initial decision regarding resolution of Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Seal Beach' Counsel. Thereafter, the disputes submitted by Class Members will be filed with the Court, along with any evidence submitted, and the resolution of the dispute. The Court will have an opportunity to review the decision made by the Settlement Administrator regarding a claim dispute. You can't appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Len Williams v. Seal Beach Union, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by **XXX**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Williams and Seal Beach are asking the Court to approve. Before the XXX Final Approval Hearing, Class Counsel and/or Williams will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Williams is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you these documents. You can also view them on the Administrator's Website _____ (url) or the Court's website <https://www.occourts.org>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Williams are too high or too low. **The deadline for sending written objections to the Administrator is XXX.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Len Williams v. Seal Beach Union, Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for Seal Beach and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on XXX at XXX in Department [XX] of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Williams, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website URL beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Seal Beach and Williams has promised to do under the proposed Settlement. The easiest way to read key documents from this matter, including but not

limited to the Operative Complaint, the PAGA notice letter(s) to the LWDA, the Settlement Agreement and any amendments thereto, the Class Notice (and any accompanying forms), the Order(s) granting preliminary and final approval, the Judgment or any other Settlement documents is to go to the settlement administrator's website at (url). The documents shall remain on the settlement administrator's website for no less than 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/> and entering the Case Number for the Action, Orange County Superior Court Case No. 30-2021-01197476-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse by calling (657) 622-6878.

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

Class Counsel:

SROURIAN LAW FIRM, P.C.

Daniel Srourian, Esq. [SBN 285678]
Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 213.474.3800
Facsimile: 213.471.4160
Email: daniel@slfla.com

Settlement Administrator:

Email Address:

Phoenix Settlement Administrators

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address telephone number, and approximate dates of employment for Seal Beach and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney)

should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

REQUEST FOR EXCLUSION FORM

THIS IS NOT A CLAIM FORM. COMPLETE THIS FORM ONLY IF YOU CHOOSE NOT TO PARTICIPATE IN THIS SETTLEMENT AND CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE

In The Matter of: *Len Williams v. Seal Beach Union, Inc.*, et al., pending in the Orange County Superior Court Case No. 30-2021-01197476-CU-OE-CXC

INSTRUCTIONS: TO EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT, THIS FORM SHOULD BE COMPLETED AND POSTMARKED, FAXED, OR EMAILED TO THE ADMINISTRATOR, XXX, NO LATER THAN [REDACTED], AT THE ADDRESS, FACSIMILE, AND/OR EMAIL BELOW. IF YOU FAIL TO DO SO, YOU WILL LOSE YOUR RIGHT TO OPT-OUT. CLASS MEMBERS WHO OPT-OUT OF THE SETTLEMENT WILL STILL BE BOUND BY THE RELEASE OF PAGA CLAIMS.

Phoenix Settlement Administrators [REDACTED][FAX][EMAIL]

Please fill in all of the following information (type or print):

Name of Class Member (First, Middle, Last): _____

Address (Street Address, City, State, Zip): _____

Telephone: _____

Last Four Digits of Social Security Number: _____

Location of Employment: _____ Dates of Employment _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING, E-MAILING, OR FAXING THIS FORM ON OR BEFORE [DATE].

I verify the following is true: My name, address and other contact information are set forth above. I received and had the opportunity to read the Class Notice that was sent to me along with this Request for Exclusion Form. I understand that by opting-out of this class action settlement, I will not be eligible to receive any money that may result from any trial or settlement of this lawsuit, if there is one. I do not wish to receive compensation under the terms of any judgment or settlement or to otherwise participate in this class action. I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.

I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations,

which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendant has not encouraged me to opt out, and I choose to opt out on my own free will. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed

Signature of Class Member

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EXHIBIT 3



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Notices - DS redlines copy, Len Williams v. Seal Beach Union, Inc., et al, Case No. 30-2021-01197476-CU-OE-CXC.**

Order Date: February 01, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Notices - DS redlines copy**, in the case Len Williams v. Seal Beach Union, Inc., et al, Case No. 30-2021-01197476-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on FEB 01, 2024.

Christina Harmon

Christina Guerrero Harmon

01/02/2024

Date

Certification Credentials may be verified online at
https://web.atanet.org/onlinedirectories/tsd_view.php?id=11930

EXHIBIT 4

Deleted: SROURIAN LAW FIRM, P.C.
Daniel Srourian, Esq. [SBN 285678]
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 213.474.3800
Facsimile: 213.471.4160
Email: daniel@slfla.com

Attorneys for Plaintiff and the Proposed Class

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

LEN WILLIAMS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

SEAL BEACH UNION, INC., a California
Corporation; JOSEPH HARRIS, an individual;
ELIZABETH HARRIS, an individual;
ANDREW HARRIS, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2021-01197476-CU-OE-CXC

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

Date: February 15, 2014
Time: 2:00 p.m.
Dept: CX104

Deleted: Date: August 31, 2023
Time: 2:00 p.m.
Dept: CX101

1 **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**
2 **ACTION AND PAGA SETTLEMENT**

3 Plaintiff, Len Williams' ("Plaintiff") Motion for Preliminary Approval of Class Action and
4 PAGA Settlement came before this court on February 15, 2024. The Court, having considered the
5 Settlement Agreement and Release ("Settlement Agreement"), attached as Exhibit 1 to the
6 Declaration of Daniel Srourian ¶ 7 (previously filed), and the Amended Settlement Agreement and
7 Release, attached as Exhibit 4 to the Supplemental Declaration of Daniel Srourian ¶ 17 filed
8 concurrently herewith, and the exhibits attached thereto; having considered Plaintiff's Unopposed
9 Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points
10 and authorities, supporting declarations filed therewith, and good cause appearing thereto, HEREBY
11 ORDERS THE FOLLOWING:

12 The Court grants preliminary approval of the class action and PAGA settlement as set forth
13 in the Settlement Agreement and finds the terms to be within the range of reasonableness of a
14 settlement that ultimately could be granted approval by the Court at the Final Fairness Hearing. The
15 Court finds that the settlement appears fair, adequate and reasonable to the Class, and that the
16 settlement is the result of arm's length negotiations conducted after adequate investigation of the
17 claims. For purposes of the settlement, the Court finds that the proposed settlement Class is
18 ascertainable and that there is a sufficiently well-defined community of interest among the Class
19 Members in questions of law and fact. Therefore, for settlement purposes only, the Court grants
20 conditional certification of the settlement Class, defined as follows:

21 All individuals who are or previously were employed by Seal Beach Union, Inc. in
22 California and were non-exempt, hourly-paid at any time from April 27, 2017 to the
23 date this court grants Preliminary Approval (the "Class Period").

24 1. For purposes of the settlement, the Court further designates Plaintiff, Len Williams
25 as Class Representative, and Daniel Srourian of Srourian Law Firm, P.C. as Class Counsel;

26 2. The Court designates Phoenix Administration as the third-party Settlement
27 Administrator for mailing notices and all other services required under the Settlement Agreement;
28

Deleted: August 31, 2023

1 3. The Court approves, as to form and content, the Court Approved Notice of Class
2 Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
3 as **Exhibit 1** to this Order (the Spanish translated version is attached hereto as **Exhibit 2**);

4 4. The Court finds that the form of notice to the Class Members regarding the pendency
5 of the Action and of this settlement, and the methods of giving notice to Class Members constitute
6 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
7 to all Class Members. The form and method of giving notice complies fully with the requirements
8 of California Code of Civil Procedure section 382 and 384, California Civil Code section 1781,
9 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
10 applicable law;

11 5. The Court further approves the procedures for Class Members to opt out of or object
12 to the Settlement, as set forth in the Settlement Agreement and Class Notice;

13 6. The procedures and requirements for filing objections in connection with the Final
14 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
15 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
16 due process rights of all Class Members;

17 7. The Court directs the Settlement Administrator to administer the notice in accordance
18 with the following, which includes: a) mailing the Class Notice to Class Members in both English
19 and Spanish; and b) including a stamped envelope addressed to the Settlement Administrator with
20 the Class Notice. All Requests for Exclusion and/or objections shall be submitted to the Settlement
21 Administrator, not to Class Counsel or Defendants' counsel, however, the Settlement Administrator
22 will submit copies to the Parties' counsel. As an alternative to a written objection, Class Members
23 may orally object in person or through counsel at the final approval hearing. At final approval, the
24 Administrator shall file a declaration authenticating a copy of every Request for Exclusion and/or
25 objection received by the Settlement Administrator;

26 8. The basic terms of the Settlement Agreement and subsequently executed Amendment
27 to the Settlement Agreement and Release (collectively the "Settlement Agreement") provide for the
28 following:

Deleted: a) translating the Class Notice in Spanish;

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- 1 a. A non-reversionary Gross Settlement Amount of One Hundred Fifty Thousand
2 Dollars and No Cents (\$150,000);
3 b. Reasonable attorneys' fees of up to One Third (1/3) of the Gross Settlement
4 Amount, or up to Fifty Thousand Dollars and no Cents (\$50,000.00);
5 c. Reimbursement of any costs and expenses associated with Class Counsel's litigation
6 and settlement of the Action, not to exceed Ten Thousand Dollars and No Cents
7 (\$10,000.00);
8 d. A Class Representative Service Payment to the Plaintiff of up to Five Thousand
9 Dollars and No Cents (\$5,000.00) from the Gross Settlement Amount;
10 e. An Administration Expenses Payment currently estimated to be in an amount not to
11 exceed Ten Thousand Dollars and No Cents (\$10,000.00); and
12 f. Allocation of Ten Thousand Dollars and No Cents (\$10,000.00) as penalties payable
13 pursuant to the PAGA claims asserted in the Action ("PAGA Penalties"). Seventy-
14 five percent (75%) of this amount (\$7,500) shall be paid directly to the Labor
15 Workforce Development Agency ("LWDA Payment"), while the remaining twenty-
16 five percent (25%) of this amount (\$2,500.00) shall become part of the Net
17 Settlement Amount to be paid to Aggrieved Employees.

18 9. The Court directs the Settlement Administrator, or counsel for the Parties, to give
19 notice to any objecting party of any continuance of the hearing on the motion for final approval
20 ("Final Approval Hearing");

21 10. A Final Approval Hearing on the question of whether the settlement should be finally
22 approved as fair, reasonable and adequate is scheduled in Department CX104 of the above-entitled
23 Court located at 751 West Santa Ana Blvd., Santa Ana, California 92701, on _____
24 (approximately 120 days following the preliminary approval) at _____ a.m. / p.m.;

25 11. At the Final Approval Hearing, the Court will consider this: a) whether the settlement
26 should be approved as fair, reasonable, and adequate for the Class; b) whether the judgment granting
27 final approval of the settlement should be entered; and c) whether Plaintiff's application for the Class
28

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Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment should be granted;

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the settlement, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment no later than _____;

13. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed; and

14. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

15. Attached hereto as Exhibit 3 is a true and correct copy of the Settlement Agreement and Release.

16. Attached hereto as Exhibit 4 is a true and correct copy of the Amended Settlement Agreement and Release.

17. The Court shall retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

IT IS SO ORDERED.

DATED:

The Hon. ~~Melissa R. McCormick~~
Judge of the Superior Court

Deleted: Peter Wilson

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¶

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EXHIBIT 5

AMENDEDMENT TO SETTLEMENT AGREEMENT AND RELEASE

The Parties, Plaintiff Len Williams (“Plaintiff”) and Defendants Seal Beach Union, Inc. (“Seal Beach”), Joseph Harris (“J Harris”), and Andrew Harris (“A Harris”) (collectively “Defendants”), by and through their respective counsel, hereby stipulate and agree to amend the Settlement Agreement executed on June 3, 2023 by replacing certain paragraphs in the Settlement Agreement with the following amended paragraphs. The remainder of the Settlement Agreement executed on June 3, 2023 remains unaltered and fully effective as originally agreed. The Parties agree that the following specific subparagraphs (identified by Section Number and Letter) will replace the existing subparagraphs in the original Settlement Agreement.

1. DEFINITIONS.

1.43 “Response Deadline” means sixty 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

6. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims premised on failure to pay overtime wages; failure to pay regular wages; failure to pay minimum wages; off-the-clock work; failure to provide meal periods and rest breaks or additional pay in lieu thereof; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failure to keep accurate time records; failure to provide employees with rates of pay and overtime rates applicable to their employment, including failure to properly calculate the overtime rate (regular rate of pay); failure to reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages; violations of California’s sick leave laws; violations of California Labor Code §§ 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 248.5, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2698, et seq.; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violation of California Business and Professions Code section 17200, et seq. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including

claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, claims premised on failure to pay overtime wages; failure to pay regular wages; failure to pay minimum wages; off-the-clock work; failure to provide meal periods and rest breaks or additional pay in lieu thereof; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failure to keep accurate time records; failure to provide employees with rates of pay and overtime rates applicable to their employment, including failure to properly calculate the overtime rate (regular rate of pay); failure to reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages; violations of California's sick leave laws; violations of California Labor Code §§ 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 248.5, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2698, et seq.; and related violations of the applicable California Wage Orders.

8. SETTLEMENT ADMINISTRATION.

8.4 Notice to Class Members.

- 8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator may make an initial determination of each Class Member's allocation of Workweeks and/or Pay Periods. Thereafter, the Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. All disputes submitted by Class Members shall then be filed with the Court, along with any evidence submitted and the resolution of the dispute, to provide the Court with an opportunity to review the decision made by the Settlement Administrator regarding a claim dispute.

8.7 Objections to Settlement.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

Dated: _____

By: _____
Len Williams

Seal Beach Union Inc.

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____
Joseph Harris

Dated: _____

By: _____
Andrew Harris

APPROVED AS TO FORM:

Dated: _____

By: _____
Daniel Srourian
Srourian Law Firm, P.C.
Counsel for Plaintiff Len Williams

Dated: _____

By: _____
Hannah Sweiss
Counsel for Defendants, Seal Beach Union
Inc., Joseph Harris, and Andrew Harris