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

22 MARGARITA VASQUEZ, an individual, on
23 behalf of herself and other employees and on
24 behalf of the State of California and the Labor
25 and Workforce Development Agency,

26 Plaintiff,

27 v.

28 KIMURA ENTERPRISES, INC., a California
corporation; SUSHISTOP CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV32681
Judge: Hon. Robert B. Broadbelt
Dept.: 53

**REVISED JOINT STIPULATION AND
AGREEMENT FOR PAGA
REPRESENTATIVE ACTION
SETTLEMENT; DECLARATIONS OF T.
JOSHUA RITZ AND JULIE GREEN**

**[PROPOSED] ORDER CONCURRENTLY
LODGED**

Complaint: September 2, 2021
Trial: April 12, 2023

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
MARGARITA VASQUEZ (“Plaintiff”) and Defendants KIMURA ENTERPRISE, INC., and
SUSHISTOP CORPORATION (“Defendants” or collectively as “Kimura Enterprise”). The

1 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

2 **1. DEFINITIONS.**

3 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
4 against KIMURA ENTERPRISE captioned Margarita Vasquez vs Kimura Enterprises, Inc. et al.,
5 Case No. 21STCV32681 initiated on September 2, 2021 and pending in Superior Court of the
6 State of California, County of Los Angeles.

7 1.2. “Administrator” means, CPT Group, Inc., the neutral entity the Parties have agreed to
8 appoint to administer the Settlement.

9 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
10 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
11 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
12 this Settlement.

13 1.4. “Aggrieved Employee” means all non-exempt employees employed by KIMURA
14 ENTERPRISE in California during the PAGA Period.

15 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
16 KIMURA ENTERPRISE’s possession including each Aggrieved Employee’s name, last-known
17 mailing address, Social Security number, and number of PAGA Pay Periods.

18 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
19 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
20 methods and means including, but not limited to, the National Change of Address database, skip
21 traces, and direct contact by the Administrator with Aggrieved Employees.

22 1.7. “Court” means the Superior Court of California, County of Los Angeles.

23 1.8. “Defense Counsel” means Stacie L. Turner, Ian McClain-Sewer, and Suhail
24 Rajakumar of CRUSER MITCHELL, NOVITZ, SANCHEZ, GASTON, & ZIMET, LLP.

25 1.9. “Effective Date” means the date by when the Court enters a Judgment on its Order
26 Approving the PAGA Settlement.

27 1.10. “Gross Settlement Amount” means \$350,000.00 which is the total amount
28 KIMURA ENTERPRISE agrees to pay under the Settlement except as provided in Paragraph 9

1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA
2 PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
3 and the Administrator's Expenses Payment.

4 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
5 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
6 Employee worked during the PAGA Period.

7 1.12. "Judgment" means the judgment entered by the Court based upon the Final
8 Approval.

9 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
10 agency entitled, under Labor Code section 2699, subd. (i).

11 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
12 LWDA under Labor Code section 2699, subd. (i).

13 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
14 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
15 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
16 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as
17 Individual PAGA Payments.

18 1.16. "PAGA Counsel" means T. Joshua Ritz & Associates, Inc., the attorneys
19 representing the Plaintiff in the Action.

20 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
21 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
22 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

23 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
24 worked for KIMURA ENTERPRISE for at least one day during the PAGA Period.

25 1.19. "PAGA Period" means the period from February 25, 2020 to sixty days from
26 November 9, 2022 or the date of the Approval Order, whichever comes first.

27 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

28 1.21. "PAGA Notice" means Plaintiff Margarita Vasquez letter to KIMURA

1 ENTERPRISE and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

2 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
3 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$48,019.71) and
4 75% to the LWDA (\$144,059.13) in settlement of PAGA claims.

5 1.23. "Plaintiff" means Margarita Vasquez the named plaintiff in the Action.

6 1.24. "Approval Order" means the Court Order Granting Approval of the PAGA
7 Settlement.

8 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and
9 PAGA Counsel and as described in Paragraph 5 below.

10 1.26. "Released Parties" means: KIMURA ENTERPRISE and each of its former and
11 present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors,
12 assigns and affiliates.

13 1.27. "Settlement" means the disposition of the Action effected by this Agreement and
14 the Judgment.

15 1.28. KIMURA ENTERPRISE" means the named Defendants.

16 **2. RECITALS.**

17 2.1. On or about September 2, 2021 Plaintiff commenced this Action by filing a Complaint
18 alleging causes of action against KIMURA ENTERPRISE for (1) Failure To Pay Wages and/or
19 Overtime; (2) Failure to Provide Meal and/or Rest Breaks; (3) Violation of Labor Code § 226;
20 (4) Violation of Business & Professions Code § 17200; (5) Waiting Time Penalties Pursuant to
21 Labor Code § 203; (6) Labor Code § 98.6 Retaliation; and (7) Private Attorney General Action for
22 Penalties (lab. code § 2699). The Complaint is the operative complaint in the Action (the
23 "Operative Complaint"). KIMURA ENTERPRISE denies the allegations in the Operative
24 Complaint, denies any failure to comply with the laws identified in the Operative Complaint and
25 denies any and all liability for the causes of action alleged.

26 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
27 to KIMURA ENTERPRISE and the LWDA by sending the PAGA Notice.

28 2.3. On November 9, 2022 the Parties participated in an all-day mediation presided over by

1 Hon. Carl J. West (Ret.) which led to this Agreement to settle the Action.

2 2.4. Prior to mediation the Parties engaged in substantial formal discovery through which
3 Plaintiff obtained information on the policies and practices of KIMURA ENTERPRISE's
4 employees as well as relevant payroll and time and attendance records for the Aggrieved
5 Employees during the PAGA Period.

6 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
7 any other pending matter or action asserting claims that will be extinguished or affected by the
8 Settlement.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
11 KIMURA ENTERPRISE promises to pay \$350,000 and no more as the Gross Settlement Amount.
12 KIMURA ENTERPRISE has no obligation to pay the Gross Settlement Amount prior to the
13 deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire
14 Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
15 as a condition of payment. None of the Gross Settlement Amount will revert to KIMURA
16 ENTERPRISE.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
18 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
19 the Court in the Final Approval:

20 3.2.1. To PAGA Counsel and the Representative Plaintiff:: A PAGA Counsel Fees
21 Payment of thirty-eight percent (38%) of the Gross Settlement Amount which is currently
22 estimated to be \$133,000 and PAGA Counsel Litigation Expenses Payment of not more than
23 \$9,921.16 and a Representative Plaintiff Enhancement Award of \$3,000.00 to Plaintiff Margarita
24 Vasquez, respectively. KIMURA ENTERPRISE will not oppose requests for Court approval of
25 these payments provided that they do not exceed these amounts. If the Court approves a PAGA
26 Counsel Fees Payment, a PAGA Counsel Litigation Expenses Payment, and or a Representative
27 Plaintiff(s) Enhancement Award of less than the amounts requested, the Administrator will
28 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to

1 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any
2 PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
3 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
4 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
5 liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
6 Expenses Payment and holds KIMURA ENTERPRISE harmless, and indemnifies KIMURA
7 ENTERPRISE, from any dispute or controversy regarding any division or sharing of any of these
8 Payments.

9 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
10 \$12,000, except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Expenses are less or the Court approves payment less than \$12,000.00, the
12 Administrator will retain the remainder in the Net Settlement Amount.

13 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
14 \$192,078.84, to be paid from the Gross Settlement Amount, with 75% (\$144,059.13) allocated to
15 the LWDA PAGA Payment and 25% (\$48,019.71) allocated to the Individual PAGA Payments.

16 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
17 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$192,078.84) by the total
18 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
19 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
20 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
21 Individual PAGA Payment.

22 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
23 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
24 report the Individual PAGA Payments on IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING AND PAYMENTS.**

26 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, KIMURA
27 ENTERPRISE estimates that as of November 19, 2022, there were 655 Aggrieved Employees
28 who worked a total of 10,500 PAGA Pay Periods.

1 4.2. Aggrieved Employee Data. Within 14 days, KIMURA ENTERPRISE will
2 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
3 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator
4 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
5 only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
6 Employee Data to Administrator employees who need access to the Aggrieved Employee Data to
7 effect and perform under this Agreement. KIMURA ENTERPRISE has a continuing duty to
8 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
9 employee identifying information and to provide corrected or updated Aggrieved Employee Data
10 as soon as reasonably feasible. Without any extension of the deadline by which KIMURA
11 ENTERPRISE must send the Aggrieved Employee Data to the Administrator, the Parties and their
12 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
13 issues related to missing or omitted Aggrieved Employee Data.

14 4.3. Funding of Gross Settlement Amount. KIMURA ENTERPRISE shall fully fund the
15 Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days
16 after the Effective Date or May 15, 2023, whichever date is later in time.

17 4.4. Payments from the Gross Settlement Amount. Within 14 days after KIMURA
18 ENTERPRISE funds the Gross Settlement Amount, the Administrator will mail checks for all
19 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
20 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

21 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
22 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
23 check shall prominently state the date (not less than 180 days after the date of mailing) when the
24 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
25 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
26 using the National Change of Address Database.

27 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
28 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.

1 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
2 USPS forwarding address provided or to an address ascertained through the Aggrieved Employee
3 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
4 Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly
5 send a replacement check to any Aggrieved Employee whose original check was lost or
6 misplaced, as requested by the Aggrieved Employee prior to the void date.

7 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
8 and cancelled after the void date, the Administrator shall transmit the funds represented by such
9 checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
10 Employee.

11 4.4.4. The payment of Individual PAGA Payments shall not obligate KIMURA
12 ENTERPRISE to confer any additional benefits or make any additional payments to the
13 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this
14 Agreement.

15 5. RELEASES OF CLAIMS. Effective through 60 days from November 9, 2022 or the
16 date of the Approval Order, whichever comes first.

17 5.1 Plaintiff's Release. Plaintiff Vasquez has simultaneously entered into a separate
18 individual settlement agreement that resolves the individual claims litigated in the Action and
19 provides for a general release of all known or unknown claims as set forth in that separate
20 document. Plaintiff and her respective former and present spouses, representatives, agents,
21 attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally,
22 release and discharge Released Parties from all claims, transactions, or occurrences [that occurred
23 during the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably
24 could have been, alleged, to seek civil penalties under PAGA based on the facts contained in the
25 Operative Complaint and the PAGA Notices ("Plaintiff's Release"), expressly including civil
26 penalties for retaliation under Labor Code section 98.6. Plaintiff's Release does not extend to any
27 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
28 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at

1 any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff
2 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
3 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
4 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery
5 of them.

6 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
7 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
8 benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does
9 not extend to claims that the creditor or releasing party does not know or suspect to exist in her
10 favor at the time of executing the release, and that if known by her would have materially affected
11 her settlement with the debtor or Released Party.

12 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
13 on behalf of themselves and their respective former and present representatives, agents, attorneys,
14 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
15 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
16 facts stated in the Operative Complaint and the PAGA Notices of the Plaintiffs, including those
17 arising from California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 205.5, 206, 206.5, 208, 210,
18 226, 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.7,
19 226.8, 227.3, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174(d), 1194, 1197, 1197.1
20 and 1199 relating to (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c)
21 failure to pay wages, (d) failure to pay for all work, including off-the-clock work (e) failure to
22 provide proper meal periods; (d) failure to authorize and permit rest periods; (e) failure to furnish
23 accurate wage statements; (f) waiting time penalties and (g) failure to timely pay final wages.

24 5.3 Release by PAGA Counsel:

25 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
26 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
27 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and
28 the PAGA Notice.

1 **6. APPROVAL OF SETTLEMENT.** The Parties agree to jointly present this Agreement
2 for the Court’s approval.

3 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
5 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
6 signed declaration from the Administrator attaching its “not to exceed” bid for administering the
7 Settlement and attesting to its willingness to serve; competency; operative procedures for
8 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
9 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
10 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
11 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
12 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
13 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
14 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
15 subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to
16 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or
17 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
18 Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

20 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
21 responsible for expeditiously finalizing and filing this Settlement no later than 30 days after the
22 full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
23 and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for
24 delivering the Court’s Approval to the Administrator.

25 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
26 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
28 and conferring, and in good faith, to resolve the disagreement and, as necessary, looping in neutral

1 Carl J. West if otherwise at impasse. If the Court does not grant the motion for approval of this
2 Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel
3 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
4 conferring, and in good faith, to modify or amend the Agreement and otherwise satisfy the Court's
5 concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc., to serve
8 as the Administrator and verified that, as a condition of appointment, CPT Group, Inc., agrees to
9 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
10 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that
11 they have no interest or relationship, financial or otherwise, with the Administrator other than a
12 professional relationship arising out of prior experiences administering settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of providing reports and forms to state and federal
15 tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
18 section 468B-1.

19 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
20 be performed or observed by the Administrator contained in this Agreement or otherwise.

21 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES:** Based on its records,
22 KIMURA ENTERPRISE estimates that as of November 19, 2022 there are 655 Aggrieved
23 Employees who worked 10,500 Pay Periods during the PAGA Period.

24 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
25 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
26 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
27 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

28 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

1 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
2 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to
3 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
4 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
5 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
6 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
7 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
8 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9 **10. ADDITIONAL PROVISIONS.**

10 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
11 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
12 Agreement is intended or should be construed as an admission by KIMURA ENTERPRISE that
13 any of the allegations in the Operative Complaint have merit or that KIMURA ENTERPRISE has
14 any liability for any claims asserted; nor should it be intended or construed as an admission by
15 Plaintiff that KIMURA ENTERPRISE's defenses in the Action have merit. The Parties agree that
16 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
17 not approve this Settlement, KIMURA ENTERPRISE reserves all available defenses to the claims
18 in the Action, and Plaintiff reserves the right to contest KIMURA ENTERPRISE's defenses. The
19 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
20 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
21 effectuate the Settlement and this Agreement).

22 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
23 Agreement together with its attached exhibits shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiff and KIMURA ENTERPRISE, respectively, to take
28 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
5 Settlement Agreement, submitting supplemental evidence and supplementing points and
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
7 content of any document necessary to implement the Settlement, or on any modification of the
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the
9 assistance of mediator Judge Carl J. West, Ret., and/or the Court for resolution.

10 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, KIMURA ENTERPRISE nor
15 Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed by all Parties or their
20 representatives, and approved by the Court.

21 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
22 to the benefit of, the successors of each of the Parties.

23 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
27 of this Agreement. This Agreement will not be construed against any
28 Party on the basis that the Party was the drafter or participated in the drafting.

1 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
5 Counsel during the discovery process and/or pursuant to Cal. Evid. Code §1152, and all copies and
6 summaries of the PAGA Data provided to PAGA Counsel by KIMURA ENTERPRISE in
7 connection with the mediation, other settlement negotiations, or in connection with the Settlement,
8 may be used only with respect to this Settlement, and no other purpose, and may not be used in
9 any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90
10 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff
11 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data
12 received from KIMURA ENTERPRISE.

13 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this Agreement.

15 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 10.15 Notice. All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 To Plaintiffs: Joshua Ritz (jritz@rrhllp.com), Hector Guzman, (hguzman@rrhllp.com), Ani
24 Shahinyan, (ashahinyan@rrhllp.com).

25 To Defendants/KIMURA ENTERPRISE: Stacie L. Turner (sturner@cmlawfirm.com);
26 Suhail Rajakumar (srajakumar@cmlawfirm.com).

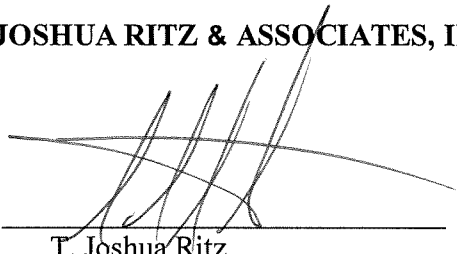
27 10.16 Execution in Counterparts. This Agreement may be executed in one or more
28 counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
6 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
7 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
8 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
9 process.

10
11 DATED: December 2, 2022

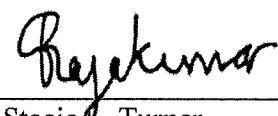
T. JOSHUA RITZ & ASSOCIATES, INC.

12
13
14 By: 

T. Joshua Ritz
Attorneys for Plaintiff MARGARITA
VASQUEZ and the PAGA Group

15
16
17
18 DATED: November 29, 2022

**CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET LLP**

19
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21
22 By: 

Stacie L. Turner
Suhail Rajakumar
Attorneys for Defendant KIMURA
ENTERPRISE, INC.

DECLARATION

**T. JOSHUA RITZ & ASSOCIATES, INC.
ATTORNEYS-AT-LAW**

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Sherman Oaks CA 91403

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T. JOSHUA RITZ, BAR NO. 172364

LALEH B. SHOKOHI, BAR NO. 320852

Attorneys for Plaintiff MARGARITA VASQUEZ
and the PAGA Group

**CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON, & ZIMET, LLP**

Stacie L. Turner (SBN 203 831)

Suhail Rajakumar (SBN 327595)

800 Wilshire Blvd 15th Fl

Los Angeles CA 90017

213-689-8500 (phone)

213-689-8501 (fax)

Attorneys for Defendants KIMURA ENTERPRISE, INC.,
and SUSHISTOP CORPORATION

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

MARGARITA VASQUEZ, an individual, on
behalf of herself and other employees and on
behalf of the State of California and the Labor
and Workforce Development Agency,
Plaintiff,

Plaintiff,

v.

KIMURA ENTERPRISES, INC., a California
corporation; SUSHISTOP CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV32681

Judge: Hon. Robert B. Broadbelt
Dept.: 53

**DECLARATION OF JULIE GREEN ON
BEHALF OF SETTLEMENT
ADMINISTRATOR, CPT GROUP, INC.**

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DECLARATION OF JULIE GREEN

I, Julie Green, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by CPT Group, Inc., (“Settlement Administrator” or “CPT”), as Senior Vice President of Operations, Class Action Services.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

4. For this matter, CPT is able and willing to provide Administration services as provided in the parties Settlement Agreement and described further in this declaration.

5. I have been employed by CPT for 17 years, managing the operations department and supervising multiple notice and claims administration programs. As Senior Vice President of Operations, I am responsible for the oversight, supervision and evaluation of all departments and positions related to the administration of class action matters to ensure superior quality and successful execution of each component required to complete the settlement process. In my career at CPT, I have been responsible for the design and/or implementation of hundreds of class action notice plans.

5. As a company, CPT has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements, including matters under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. CPT offers a wide range of class action administrative services for developing, managing and executing all stages of integrated settlement plans. A true and correct copy of CPT’s company resume (“CPT CV”) is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, experience, as well as our Information Security Statement that details CPT’s procedures for the protection of confidential class member information

6. Except for CPT's own counsel, which is not one of the law firms representing the parties, CPT does not have affiliation with any law firm or attorney. Neither CPT nor I have any

1 affiliation with the law firms representing Plaintiff or Defendant in this matter, the Aggrieved
2 Employees or the LWDA.

3 8. CPT was selected by the parties in the above captioned matter to provide
4 administration services in this PAGA settlement. In this capacity, CPT will complete the
5 following tasks as part of its administration duties: (a) prepare, print, and mail to Aggrieved
6 Employees a check and notification of the matter; (b) provide call center support through a
7 dedicated toll-free number where Aggrieved Employees are able to speak to a live representative
8 regarding case information; (c) perform an NCOA to update addresses prior to mailing as well as
9 process undeliverable mail and remail accordingly; (d) file any required reports with the court;
10 (e) establish a fund for authorized payees; (f) pay the amounts due to each Aggrieved Employee
11 pursuant to the list provided by Defendant; (g) make payments to Aggrieved Employees through
12 the established fund and file all applicable tax returns; and (h) handle any uncashed checks as
13 authorized by the court.

14 9. Due to the sensitive nature of settlement administration, CPT follows a series of
15 strict protocols to protect the integrity of our work that include, but are not limited to, the
16 following: employing security controls and procedures throughout our business that comply with
17 AICPA SOC Type II; requiring of secure file transfer of all Aggrieved Employee data, account
18 and wire information; multifactor authentication to secure all email accounts; monitoring each
19 endpoint with modern Data Loss Prevention (“DLP”) software; implementation of strict policy
20 regarding the transmittal and storage of SI; requiring staff to complete regular cyber security
21 training; monthly external and internal vulnerability scans to ensure the integrity of our security
22 measures.

23 10. To protect against potential losses, CPT holds \$2,000,000 in Errors and
24 Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber
25 insurance.

26 11. A true and correct copy of CPT’s estimate associated with the administration of
27 this matter is attached as **Exhibit B**, which demonstrates how the price was calculated. It
28 provides for a Not to Exceed amount of \$12,000.00, based on the hours and work involved as

1 represented by counsel and the terms of the parties' Settlement Agreement at the time the quote
2 was provided. This is a fixed fee so long as the class size has been accurately represented.

3
4 I declare under penalty of perjury under the laws of the United States and state of
5 California that the foregoing is true and correct.

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7 Executed on November 21, 2022, at Irvine, California.

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10 JULIE GREEN
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EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced tens of millions of class members, and administrated over 5,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01C118008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.

SERVICES

- Pre-Settlement Consultation
- Pre & Post Certification Notification
- Data Analysis
- Bilingual Call Center
- Notice & Media Campaigns
- Claims Processing
- Secure Data Management
- In-House Printing Services
- Electronic Notification
- Website Design & Hosting
- Settlement Fund Distribution
- Electronic Distribution Options
- Tax Compliance & Reporting
- Secure Data Reporting

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN,
Senior Vice President of Operations
Notice Expert

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ,
Director of Marketing & Business Development
Notice Expert

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 13 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

JACQUELINE N,K. HITOMI,
Director of Settlement & Treasury Services

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES,
Director of Operations

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



DAVID TAWEI CHAO, **Sr. Data Analyst, Associate Director**

David started his IT career in 1998 and has always been passionate and found great joy in helping companies in different industries and sizes to explore, understand and integrate their data assets into their businesses. David's specialty is to build architecture and processes to realize the true power of their data through technologies like Business Intelligence, Cloud Computing, Data Science, and Analytics. David's past projects include notable companies like Ally Financial, Bank of America, UBS, and The Walt Disney Company. David and his team serve as DevOps at CPT and provide system support and production enhancements for our existing applications. The data team assists with complex data-related analysis, analytics, and reporting needs. David holds a master's degree in Management Information Systems from Northern Illinois University, located in DeKalb, IL.

J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

EXHIBITS

- EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT
- EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS
- EXHIBIT 3. CPT'S COMPANY BROCHURE

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy, and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Orders governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers, and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering, and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, cloud systems, or email accounts. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two-factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token, or biometrics.
- 7) Company regularly monitors, tests, and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. The company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods that are in compliance with all applicable state and federal laws and regulations including NIST Special Publication 800-88, Revision 1 (2014). This obligation to return or destroy information shall not apply to Class Member Information that is stored in a backup or other disaster recovery systems, archives, or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with SOC 2 - Type II.

INFORMATION SECURITY STATEMENT

Confidential

11) Company performs extensive background checks (County Criminal, County Civil, and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients' review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours. Medium is 1 week and Low is within 2 weeks. If a vulnerability cannot be resolved within our standard time, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall our firewall manufacturer. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management;
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days, and separate passwords for email and computer;
- Two-Factor authentication for remote access;
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted by the firewall;
- Company uses the Microsoft Azure cloud to host corporate email. Remote access to the email system is disabled;
- Company uses the HTTPS or SFTP standard for all data transmissions and shall ensure that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with the NIST standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and itself to transfer files with personal Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures files during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to the file expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and passwords to be provided telephonically only. Files are retrieved by Company, and then deleted manually upon successful download (or auto-deleted after 7 days from upload by the system)'
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to do one hour of security training per year in addition to 20 minutes of training per quarter. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear-phishing emails, a compromised websites, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security;
- Company actively tests security defenses. Staff participates in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties;
- Business Continuity Planning;
- Disaster Recovery Planning;
- Pandemic Recovery Planning

INFORMATION SECURITY STATEMENT

Confidential

14) Company's physical security requires that employees use an encoded card key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by the electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

15) Company staff is required to maintain compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all of our officers, directors, employees, agents, contractors, and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agent, contractor, or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2

TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

CASE NAME: VASQUEZ V. KIMURA ENTERPRISE, INC.

Date: November 21, 2022

Requesting Attorney: Joshua Ritz

Plaintiff or Defense: Plaintiff

Firm Name: T. Joshua Ritz & Associates, Inc.

Telephone: (818) 788-1123

Email: jritz@rrhlp.com

PAGA Disbursement Only

Aggrieved Employees: 675

Postage Total: \$466.78

Grand Total: \$12,347.08

***NOT TO EXCEED: \$12,000.00**

*The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration. CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours (Monday-Friday, 9:00 AM - 5:30 PM, PST).

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	6	\$570.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	6	\$900.00
Live Call Center Support Reps.*	\$3.00	135	\$405.00
TOTAL			\$1,970.00

* Up to 120 days after disbursement

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	675	\$135.00
TOTAL			\$570.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cash and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice, Checks & 1099	\$3.00	675	\$2,025.00
First-Class Postage (up to 1 oz.)*	\$0.60	675	\$405.00
TOTAL			\$4,405.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 8% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Re-Issue Checks as Required	\$5.00	7	\$35.00
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Skip Trace for Best Address	\$0.50	54	\$27.00
Remail Undeliverable Checks	\$3.00	54	\$162.00
First-Class Postage (up to 1 oz.)	\$0.60	61	\$36.60
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,205.60

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	142	\$21.30
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	14	\$70.00
First-Class Postage (up to 1 oz.)	\$0.58	14	\$8.12
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,196.48

GRAND TOTAL **\$12,347.08**

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

DECLARATION

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DECLARATION OF T. JOSHUA RITZ

I, T. Joshua Ritz, declare:

1. I have personal knowledge of the following facts and could and would competently testify as to the matters stated herein.

2. I and my firm, T. Joshua Ritz & Associates, Inc., are the attorneys of record for Plaintiff and the PAGA Group.

3. The total expenses incurred to prosecute the PAGA lawsuit so far has been **\$9,921.16.**

4. Attached as exhibit C are the true and correct copies of the invoices / receipts for the costs incurred prosecuting this lawsuit.

5. The first page of exhibit C is the \$75 filing fee receipt for providing notice and presentation of the PAGA Claim to the Labor Workforce Development Agency (the "LWDA"). The second and third pages of exhibit C reflect the \$7.50 cost for mailing the PAGA Notice to Defendant via certified mail as required by statute. The fourth page of exhibit C reflects the first appearance fee and the cost of filing the complaint - \$464.51. The fifth page of exhibit C reflects the cost of serving the complaint on Defendant - \$77.76. The sixth page of exhibit C is a receipt for submitting jury fees and related filings such as the case management statement - \$171.10. The seventh page of exhibit C is a receipt for the cost of amending the complaint to include as a DOE Defendant, Kimura Enterprise, Inc., the entity identified by defense counsel as the accurate Defendant for this matter - \$16.68. The eighth page of exhibit C is a receipt for the cost of providing notice of the PAGA Claim to the PAGA Employees - \$802.95. And finally the ninth page of exhibit C reflects plaintiff's share of the mediation fee - \$7,950. In addition, plaintiff incurred online legal research charges in the amount of \$315, postage costs for serving and responding to discovery in the amount of \$4.66 and finally a \$20 court fee for the present stipulation and a \$16 fee for e-filing it; plaintiff does not have receipts for these charges.

1 In total, these costs amount to \$9,921.16 and reflect the the reasonable and necessary
2 expenses for prosecuting the PAGA Claim.

3 6. The LWDA has received a copy of the PAGA Stipulation.

4 7. Attached as exhibit D is a red-lined version of the PAGA Stipulation that
5 shows the modest changes between the agreement entered into by the parties and the
6 LASC Model Template.

7 6. I am not aware of any other pending matter or action asserting claims that
8 will be extinguished or adversely affected by the PAGA settlement in this case. Neither I
9 nor anyone in my firm has any actual or potential conflict of interest with the Aggrieved
10 Employees (or any employee). Neither I nor anyone in my firm has any actual or potential
11 conflict of interest with the Administrator.

12 7. I have been practicing law for over 30 years (since October 7, 1991). I have
13 first chaired multiple jury and bench trials, as well as arbitrations. I have expended over
14 320 hours on this matter. My hourly rate is \$800 an hour. The value of my time spent on
15 this matter (\$256,000) is well beyond the requested attorneys' fees. The time invested in
16 this case includes client intakes, interviewing several dozen witnesses, drafting
17 declarations, investigations relating to Defendant, drafting/reviewing the complaint,
18 reviewing and analyzing personnel and payroll records, propounding discovery, attending
19 court proceedings, participating in a a private mediation, damages analysis, securing
20 witnesses, phone conferences and email/correspondence exchanges with counsel. Most of
21 the attorney time spent on this matter was devoted to analyzing over 33,000 pages of
22 payroll and attendance records.

23 8. My Firm has worked entirely on contingency, receiving no payment for fees
24 or reimbursement of costs to date. This lawsuit included substantial work seeking the
25 enforcement of discovery demands, the review of thousands of records and the canvassing
26 of dozens of witnesses. The risks of representation have been great. Prosecution of this
27 lawsuit has required hundreds of hours of attorney and paralegal time and significant
28 expenses while facing substantial uncertainty.

9. Plaintiffs' counsel diligently and aggressively represented the interests of the Aggrieved Employees at all times. We obtained a commendable result for the Aggrieved Employees. Through our efforts, skill and thorough investigation of the case, we were able to obtain a \$350,000 settlement that advances the public interest.

Executed on December 2, 2022, in Sherman Oaks, California.

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

T. Joshua Ritx

T. JOSHUA RITZ

EXHIBIT - C

Hector Guzman

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, April 30, 2021 5:02 PM
To: Hector Guzman
Subject: Thank you for submission of your PAGA Case.

4/30/2021

LWDA Case No. LWDA-CM-830955-21
Law Firm : T. Joshua Ritz & Associates
Plaintiff Name : Margarita Javier Vasquez
Employer: SUSHISTOP CORPORATION
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

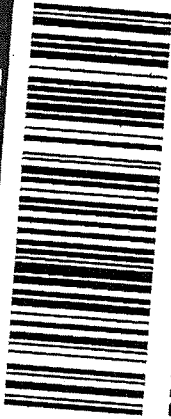
DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

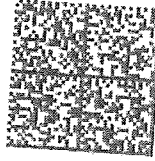


T. Joshua Ritz & Associates, Inc.
Attorneys-At-Law
15233 Ventura Blvd Ste 1002
Sherman Oaks, CA 91403

CERTIFIED MAIL®



7015 1660 0001 1364 4430



UNITED STATES POSTAGE
02 1P
\$007.50
0000650387 APR 30 2021
MAILED FROM ZIP CODE 91403

SUSHISTOP CORPORATION
KIMURA ENTERPRISES, INC.
1010 North Central Ave, Ste 314
Glendale, CA 91202-2937

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOR POSTAGE IDENTIFICATION

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SUSHISTOP CORPORATION
KIMURA ENTERPRISES, INC.
1010 North Central Ave, Ste 314
Glendale, CA 91202-2937



9590 9403 0637 5183 9479 56

2. Article Number (Transfer from service label)

7015 1660 0001 1364 4430

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

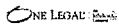
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
T. JOSHUA RITZ & ASSOCIATES, INC. 15233 Ventura Blvd. Ste 1002 Sherman Oaks CA 91403

Credit Card Sale

Date	9/3/2021
Customer	0124469
Credit Sale	03516728
Amount Due	\$0

Order Number	16860538
Contact	T. Joshua Ritz
Attorney	T. Joshua Ritz
Billing Code	Javier Vasquez
Case Title	MARGARITA VASQUEZ vs KIMURA ENTERPRISES, INC.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	21LA04038105
Case Number	21STCV32681
Documents	Complaint,Summons,Civil Case Cover Sheet,Civil Case Cover Sheet

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$435.00
Court Technology Access Fee	\$4.20
SUBTOTAL	\$439.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
Convenience Fee†	\$13.31
SUBTOTAL	\$25.31

FEES SUMMARY	AMOUNT
Disbursements	\$439.20
One Legal Fees	\$25.31
TOTAL CHARGED	\$464.51

4

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

† When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

Janney and Janney Legal Support

1000 Corporate Center Dr Ste 110

Monterey Park, CA 91754

2136286338

Invoice**BILL TO**

T. Joshua Ritz & Associates, Inc.

15233 Ventura Blvd Ste 1002

Sherman Oaks, CA 91403

Attn: T. Joshua Ritz

Billing Code: Javier VASQUEZ

Order Requested by: Hector Guzman

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
4922205	09/15/2021	\$0.00	Due on receipt	

ACCOUNT #

JJ129898

ROUTE

E-Route

DATE	DESCRIPTION	AMOUNT
09/10/2021	Service of Process, Routine, Urban Area Sub Served, 09/10/2021, Kaori Ito, Manager PARTY TO SERVE: Sushistop Corporation, A California Corporation (Registered Agent: YUSUKE SEKIGUCHI) 1010 N Central Ave Ste 314, Glendale, CA 91202 Summons, Complaint For Damages, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum And Statement Of Location, Notice Of Assignment Unlimited Civil Case, First Amended General Order, Voluntary Efficient Litigation Stipulations Order Pursuant To Ccp 1054A, Extending Time To Respond By 30 Days When Parties Agree To Early Organizational Meeting Stipulation Alternative Dispute Resolution Adr Information Package	75.00
09/10/2021	Postage	2.76

BILLING CODE: Javier VASQUEZ

PAYMENT

77.76

CASE #: 21STCV32681

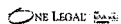
BALANCE DUE

\$0.00

CASE NAME: VASQUEZ, MARGARITA v. KIMURA

ENTERPRISES, INC.

5



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
T. JOSHUA RITZ & ASSOCIATES, INC. 15233 Ventura Blvd. Ste 1002 Sherman Oaks CA 91403

Credit Card Sale

Date	12/17/2021
Customer	0124469
Credit Sale	03735054
Amount Due	\$0

Order Number	17395104
Contact	T. Joshua Ritz
Attorney	T. Joshua Ritz
Billing Code	Javier Vasquez
Case Title	MARGARITA VASQUEZ vs KIMURA ENTERPRISES, INC.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	21LA04494308
Case Number	21STCV32681
Documents	Case Management Statement, Notice of Posting of Jury Fees

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
Court Filing Fee	\$150.00
SUBTOTAL	\$154.20

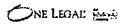
ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
Convenience Fee‡	\$4.90
SUBTOTAL	\$16.90

FEES SUMMARY	AMOUNT
Disbursements	\$154.20
One Legal Fees	\$16.90
TOTAL CHARGED	\$171.10

6

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
T. JOSHUA RITZ & ASSOCIATES, INC. 15233 Ventura Blvd. Ste 1002 Sherman Oaks CA 91403

Credit Card Sale

Date	11/18/2021
Customer	0124469
Credit Sale	03673502
Amount Due	\$0

Order Number	17246157
Contact	T. Joshua Ritz
Attorney	T. Joshua Ritz
Billing Code	Javier Vasquez
Case Title	MARGARITA VASQUEZ vs KIMURA ENTERPRISES, INC.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	21LA04371392
Case Number	21STCV32681
Documents	Amendment to Complaint (Fictitious/Incorrect Name)

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
Convenience Fee‡	\$0.48
SUBTOTAL	\$12.48

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$12.48
TOTAL CHARGED	\$16.68

7

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Class Action Administrators

www.cptgroup.com

INVOICE

Invoice No : 16347

Invoice Date : 6/13/2022

Mailing Date: 3/14/2022

VP Consultant: Tim Phillips

Case Name : Vasquez v. Kimura Enterprises, Inc.

TO: Hector Guzman

T. Joshua Ritz & Associates, Inc.

15233 Ventura Blvd Ste 1002

Sherman Oaks, CA 91403

hguzman@rrhlpl.com

Contact Name: Brittney Soto

Accounts Receivable Clerk

50 Corporate Park

Irvine, CA 92606

Ph: (949) 428-1075

brittney@cptgroup.com

Payment Details	Type of Case	Due Date
Plaintiff Counsel (50/50 Split)	Pre-Cert / Wage & Hour	7/13/2022

Quantity	Description	Unit Price	Line Total
1	System Programming / Data Base Setup	\$150.00	\$150.00
5	Project Manager	\$95.00	\$475.00
1	National Change of Address (NCOA)	\$150.00	\$150.00
1	Design & Preparation of BRM Postcard	\$100.00	\$100.00
455	2-Page Generic Notice & Business Reply Mail Postcard (English & Spanish)	\$0.50	\$227.50
455	1st Class Postage (up to 1 oz.)	\$0.58	\$263.90
Additional Services			
1	Tracking Returned Mail	\$40.00	\$40.00
62	Update Undeliverable Mail	\$0.50	\$31.00
61	Skip Traces	\$1.25	\$76.25
13	Remailed Notice Packets	\$0.50	\$6.50
13	1st Class Postage (up to 1 oz.)	\$0.58	\$7.54
7	Postage for BRM Postcards Received by CPT	\$0.60	\$4.20
1	Clerical Staff	\$60.00	\$60.00
7	Capture and Reporting of Responses	\$2.00	\$14.00

Subtotal \$1,605.89

Billed to Defense Counsel \$802.95

TOTAL \$802.95

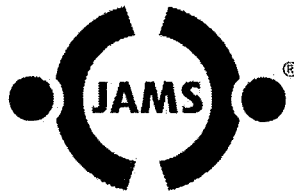
Make all checks payable to CPT Group, Inc.

THANK YOU FOR YOUR BUSINESS!

CPT offers secure credit card payment options through PayPal and Venmo. A merchant service fee is added to your total to utilize these payment systems.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. CPT bills are due upon receipt, unless otherwise negotiated and agreed to with CPT by Counsel/Client. In the event settlement terms provide that CPT is to be paid out of the settlement fund, CPT will request that Counsel/Client endeavor to make alternate payment arrangements for CPT charges that are due at the commencement of the case. The entire remaining balance is due and payable at the time the settlement account is funded by defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law. In the event CPT Group, Inc. commences litigation to enforce payment, CPT Group, Inc. shall be entitled to recover reasonable attorney's fees and costs (including expert witnesses' fees) incurred in addition to all other items of recovery permitted by law.

DEPOSIT REQUEST

**Invoice Date**

2/14/2022

Invoice Number

6062026

Bill To: Mr. T. Joshua Ritz Esq.
T. Joshua Ritz & Associates
15233 Ventura Blvd
Suite 1002
Sherman Oaks, CA 91403
US

Reference #: 1210038350 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Vasquez, Magarita vs. Kimura Enterprises, Inc., et al.

Neutral(s): Hon. Carl West, (Ret.)

Representing: Magarita Vasquez

Hearing Type: MEDIATION

JH

Date / Time	Description	Your Share
2/14/22	Hon. Carl J West (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 7,950.00

Total Billed: \$ 7,950.00

Total Payment: \$ 0

Balance: \$ 7,950.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

EXHIBIT – D

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and SUSHISTOP CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARGARITA VASQUEZ, an individual, on
behalf of herself and other employees and on
behalf of the State of California and the Labor
and Workforce Development Agency,

Plaintiff,

v.

KIMURA ENTERPRISES, INC., a California
corporation; SUSHISTOP CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV32681

Judge: Hon. Robert B. Broadbelt

Dept.: 53

**REVISED JOINT STIPULATION AND
AGREEMENT FOR PAGA
REPRESENTATIVE ACTION
SETTLEMENT; DECLARATIONS OF T.
JOSHUA RITZ AND JULIE GREEN**

**[PROPOSED] ORDER CONCURRENTLY
LODGED**

Complaint: September 2, 2021

Trial: April 12, 2023

_____ This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff

_____ (~~“Plaintiff”~~) and defendant XYZ _____

~~(“XYZ”)~~MARGARITA VASQUEZ (“Plaintiff”) and Defendants KIMURA ENTERPRISE, INC., and SUSHISTOP CORPORATION (“Defendants” or collectively as “Kimura Enterprise”).

The Agreement refers to Plaintiff and ~~XYZ~~Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

~~1.~~ 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against

XYZ KIMURA ENTERPRISE captioned Margarita Vasquez vs Kimura Enterprises, Inc. et al., Case No. 21STCV32681 initiated on September 2, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have ~~the neutral entity the Parties have~~ agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means ~~the~~ each ~~personall non-exempt employees~~ employed by XYZ KIMURA ENTERPRISE in California ~~and classified as a~~ who worked for XYZ during the PAGA Period~~;~~.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in XYZ’s KIMURA ENTERPRISE’s possession including ~~the~~ each Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and

search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

_____ 1.7. "Court" means the Superior Court of California, County of Los Angeles.

_____ 1.8. "Defense Counsel" means _____ Stacie L. Turner, Ian McClain-Sewer, and Suhail Rajakumar of CRUSER MITCHELL, NOVITZ, SANCHEZ, GASTON, & ZIMET, LLP.

1.9. "Effective Date" means the date by when ~~both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.~~

_____ 1.10. "Gross Settlement Amount" _____ 350,000.00 which is the
means \$ _____ total amount
XYZ KIMURA ENTERPRISE agrees to pay under the Settlement except as provided in
Paragraph 9 below. The

Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

~~Aggrieved Employee worked during the PAGA Period.~~

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means T. Joshua Ritz & Associates, Inc., the attorneys ~~, the attorneys~~ representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

____ 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZKIMURA ENTERPRISE for at least one day during the PAGA Period.

____ 1.19. “PAGA Period” means the period from February 25, 2020 to the sixty days from November 9, 2022 or the date of the Approval Order, whichever comes first.

____ 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

____ 1.21. “PAGA Notice” means Plaintiff Margarita Vasquez
Plaintiff's letter to XYZKIMURA
ENTERPRISE and the LWDA
[and Plaintiff's letter to XYZ and the LWDA] providing notice
pursuant to Labor Code section 2699.3, subd.(a).

____ 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees
(\$48,019.71) and ~~the~~ 75% to the LWDA (\$144,059.13) in settlement of PAGA claims.

____ 1.23. "Plaintiff" _____; Margarita Vasquez the named
means _____ plaintiff in the Action.

____ 1.24. "Approval Order" means the proposed Court Order Granting Approval of the PAGA
Settlement.

____ 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff
and
____ PAGA Counsel and as described in Paragraph 5 below.

____ 1.26. "Released Parties" means: XYZKIMURA ENTERPRISE and each of its former and
present directors, officers, shareholders, owners, ~~[members]~~, attorneys, insurers, predecessors,
successors, assigns ~~[subsidiaries]~~ ~~[and affiliates]~~.

____ 1.27. "Settlement" means the disposition of the Action effected by this Agreement and
the Judgment.

____ 1.28. XYZKIMURA ENTERPRISE means the named ~~Defendant~~ Defendants.

2. ~~RECITALS~~.

____ 2.1. _____, or about September 2, 2021 Plaintiff commenced this Action by
On _____ filing a Complaint alleging
____ causes of action against XYZKIMURA ENTERPRISE for _____.
{ (1) Failure To Pay Wages and/or Overtime; (2) Failure to Provide Meal and/or
Rest Breaks; (3) Violation of Labor Code § 226; (4) Violation of Business &
Professions Code § 17200; (5) Waiting Time Penalties Pursuant to Labor Code §
203; (6) Labor Code § 98.6 Retaliation; and (7) Private Attorney General Action for
Penalties (lab. code § 2699). The Complaint is the operative complaint in the Action
(the "Operative Complaint.") }
{ On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes
of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint
in the Action (the "Operative Complaint.") }. XYZ). KIMURA ENTERPRISE denies the
allegations in the Operative Complaint, denies any failure to comply with the laws identified in in
the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ KIMURA ENTERPRISE and the LWDA by sending the PAGA Notice.

2.3. On _____,
_____,

☒ November 9, 2022 the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.) which led to this Agreement to settle the Action.

☐ _____;

2.4. Prior to ☐ mediation ~~— ☐ negotiating the Settlement,~~ Parties engaged in substantial formal discovery through which Plaintiff obtained ~~through~~ information on the policies and practices of KIMURA ENTERPRISE's employees as well as relevant payroll and time and attendance records for the Aggrieved Employees during the PAGA Period.

☐ formal ~~— ☐ informal discovery,~~ _____;

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. –MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZ KIMURA ENTERPRISE 350,000 and no more as the Gross Settlement Amount. KIMURA ENTERPRISE promises to pay \$ KIMURA ENTERPRISE has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ KIMURA ENTERPRISE.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. –To PAGA Counsel: and the Representative Plaintiff:: A PAGA Counsel Fees Payment of not more than %thirty-eight percent (38%) of the Gross Settlement Amount which

is currently estimated to be \$133,000 and PAGA Counsel Litigation and PAGA Counsel Litigation – XYZ9,921.16 and a Representative Plaintiff Enhancement Award of \$3,000.00 to Plaintiff Margarita Vasquez, respectively. KIMURA ENTERPRISE will not oppose

requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment, a PAGA Counsel Litigation Expenses Payment, and /or a PAGA Counsel Litigation Expenses Payment or a Representative Plaintiff(s) Enhancement Award of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of

any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds XYZKIMURA ENTERPRISE harmless, and indemnifies XYZKIMURA ENTERPRISE, from any dispute or controversy regarding any division or sharing of any of these Payments.

____ 3.2.2. – To the Administrator: An Administrator Expenses Payment not to exceed \$ _____ \$12,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$ _____ 12,000.00, the Administrator will retain the the Net Settlement Amount. remainder in the Net Settlement Amount.

____ 3.2.3. – To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ _____ \$192,078.84, to be paid from the Gross Settlement Amount, with 75% (\$amount (\$144,059.13)) allocated to the LWDA PAGA Payment and 25% (\$— 48,019.71) allocated to the Individual PAGA Payments.

____ 3.2.3.1. _____ The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$ _____ 192,078.84) by the total number of PAGA Period Pay Periods worked

by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ KIMURA ENTERPRISE were 655 Aggrieved Employees who worked a total of 10,500 PAGA Pay Periods. estimates that as of November 19, 2022, there are of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within ~~[e.g., 15]~~14 days, XYZ KIMURA ENTERPRISE will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. XYZ KIMURA ENTERPRISE has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ KIMURA ENTERPRISE must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. XYZ KIMURA ENTERPRISE shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ~~[14]~~60 days after the Effective Date or May 15, 2023, whichever date is later in time.

_____ 4.4. Payments from the Gross Settlement Amount. Within ~~[e.g., 14]~~ days after XYZKIMURA ENTERPRISE funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, ~~the~~ PAGA Counsel ExpensesFees Payment. ~~Disbursement of the and~~ PAGA Counsel Litigation Expenses Payment ~~shall not precede disbursement of Individual PAGA Payments.~~

_____ 4.4.1. ~~–~~ The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~Administrator must update the recipients' mailing addresses using the National Change of Address Database.~~

____ 4.4.2.— The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within ~~seven (7)~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

~~check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.~~

____ 4.4.3.— For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

~~funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.~~

____ 4.4.4. —The payment of Individual PAGA Payments shall not obligate XYZKIMURA ENTERPRISE to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

____ 5.— RELEASES OF CLAIMS. Effective on through 60 days from November 9, 2022 or the date when XYZ fully funds of the entire Gross Settlement Amount Approval Order, whichever comes first.

____ 5.1 Plaintiff's Release. Plaintiff Vasquez has simultaneously entered into a separate individual settlement agreement that resolves the individual claims litigated in the Action and PAGA Counsel will provides for a general release claims against of all Released Parties known or unknown claims as follows:

5.1— Plaintiff's Release set forth in that separate document. Plaintiff and ~~his or her~~

respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, [to seek civil penalties under PAGA](#) based on the facts contained in the Operative Complaint and the PAGA ~~Notice~~[Notices](#) (“Plaintiff’s Release”), [expressly including civil penalties for retaliation under Labor Code section 98.6](#). 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 PAGA 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.

5.1.1 _____ Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in ~~his or~~ her favor at the time of executing the release, and that if known by ~~him or~~ her would have materially affected ~~his or~~ her settlement with the debtor or Released Party.

5.2 –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 the PAGA Notices of the Plaintiffs, including those arising from~~ California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 205.5, 206, 206.5, 208, 210, 226, 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.7, 226.8, 227.3, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174(d), 1194, 1197, 1197.1 and 1199 relating to (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay wages, (d) failure to pay for all work, including off-the-clock work (e) failure to provide proper meal periods; (d) failure to authorize and permit rest periods; (e) failure to furnish accurate wage statements; (f) waiting time penalties and (g) failure to timely pay final wages.

5.3 –Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. ~~MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.~~ The Parties agree to jointly ~~prepare and file an application or motion~~ present this Agreement for the Court's approval of this Settlement.

6.1– Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA [Counsel](#) shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing ~~the application or motion for approval of~~ this Settlement no later than ~~{30}~~ days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's ~~Preliminary~~ Approval to the Administrator.

6.3 –Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting ~~in person or by telephone and~~ conferring, and in good faith, to resolve the disagreement ~~and, as necessary, looping in neutral Carl J. West if otherwise at~~ impasse. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting ~~in person or by telephone and~~ conferring, and in good faith, to modify or amend the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 –Selection of Administrator. The Parties have jointly selected _____ CPT Group, Inc., to serve as the Administrator and verified that, as a _____ condition of appointment, _____ CPT Group, Inc., agrees to be bound by this _____ Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2– Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of ~~calculating payroll tax withholdings and~~

6.2 ~~Responsibilities of PAGA Counsel.~~ PAGA Counsel and Defense Counsel are jointly providing reports ~~on~~ to state and federal tax authorities.

7.3 ~~Qualified Settlement Fund.~~ The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 ~~Administrator Duties.~~ The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. ~~AGGRIEVED EMPLOYEE SIZE ESTIMATES~~ ~~and ESCALATOR CLAUSE~~

~~;~~ Based on its records, ~~XYZ~~

KIMURA ENTERPRISE estimates that, as of ~~the date of this Settlement Agreement, (1)~~
November 19, 655 Aggrieved Employees who 10,500 Pay Periods during
2022 there are worked
PAGA Period.^{iv} the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after

entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

____ 9.1– Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. – ADDITIONAL PROVISIONS.

____ 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZKIMURA ENTERPRISE that any of the allegations in the Operative Complaint have merit or that XYZKIMURA ENTERPRISE has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ’sKIMURA ENTERPRISE’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, XYZKIMURA ENTERPRISE reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest XYZ’s
KIMURA ENTERPRISE’s defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

____ 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

____ 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and [XYZKIMURA ENTERPRISE](#), respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

____ 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things,

modifying the Settlement Agreement, submitting supplemental evidence and modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator Judge Carl J. West, Ret., and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, XYZKIMURA ENTERPRISE nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law.- All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10—Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any ~~Party on the~~

modifying the Settlement Agreement, submitting supplemental evidence and ~~basis that the Party was the drafter or participated in the drafting.~~

Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12—Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel during the discovery process and/or pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by XYZKIMURA ENTERPRISE in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from KIMURA ENTERPRISE.

~~Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from XYZ unless, prior to the Administrator's payment of all~~

~~Settlement Funds, XYZ makes a written request to PACA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.~~

10.13—Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14—Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15—Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

~~To XYZ:~~

To Plaintiffs: Joshua Ritz (jritz@rrhllp.com), Hector Guzman, (hguzman@rrhllp.com), Ani Shahinyan, (ashahinyan@rrhllp.com).

To Defendants/KIMURA ENTERPRISE: Stacie L. Turner (sturner@cmlawfirm.com); Suhail Rajakumar (srajakumar@cmlawfirm.com).

10.16—Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove

10.17—Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

T. JOSHUA RITZ & ASSOCIATES,
INC.

Attorneys
for Plaintiff

For XYZ

~~Counsel For Plaintiff~~

~~Counsel For XYZ~~

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ⁱ~~This Form~~ MARGARITA VASQUEZ and the
PAGA Settlement Agreement has been approved by
the Court, the complex litigation judges and a
2022 Group

~~Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised
of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for
settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this
form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that
include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.~~

ⁱⁱ ~~See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO
ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT
THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL
AGREEMENT.~~

ⁱⁱⁱ ~~The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as
necessary thereto.~~

^{iv} ~~Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of the number of Aggrieved
Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith
negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement
Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or
Pay Periods exceeds XYZ’s estimates.~~

DATED: CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET LLP

By: Stacie L. Turner
Suhail Rajakumar
Attorneys for Defendant KIMURA
ENTERPRISE, INC.

PROOF OF SERVICE — 1013a

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California; I am over the age of 18 years and not a party to the within action; my business address is 15233 Ventura Blvd., Suite 1002, Sherman Oaks, CA 91403

On **December 2, 2022**, I served true copies of the following document (s) described as:
REVISED JOINT STIPULATION AND AGREEMENT FOR PAGA REPRESENTATIVE ACTION SETTLEMENT; DECLARATIONS OF T. JOSHUA RITZ AND JULIE GREEN on the interested parties in this action to:

Stacie L. Turner (sturner@cmlawfirm.com)
Ian McClain-Sewer (imcclainsewer@cmlawfirm.com)
Suhail Rajakumar (srajakumar@cmlawfirm.com)
Catherine Navarro (cnavarro@cmlawfirm.com)
Jasmin Perez (JPerez@cmlawfirm.com)
Jonathan Coria (jcoria@cmlawfirm.com)
**CRUSER MITCHELL, NOVITZ, SANCHEZ,
GASTON, & ZIMET, LLP**
800 Wilshire Boulevard, 15th Floor
Los Angeles, CA 90017
213-689-8500 (phone)
213-689-8501 (fax)

X **BY MAIL:** I enclosed the document(s) in a sealed envelope/package addressed to the addressee(s) designated and placed it for mailing, following our ordinary business practices. I am readily familiar with the mailing practice of my place of employment in respect to the collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business with postage fully prepaid.

 BY EMAIL: by electronic mail transmission to the email address(es) listed.

(STATE) I declare under the penalty of perjury under the laws of the
 X State of California that the foregoing is true and correct.

Executed on **December 2, 2022**, Sherman Oaks, California.

Cindy Torres

Cindy Torres