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15 Attorneys for Defendants
16 ARRIAGA USA, INC., DECISIONHR I, INC., and
OFER RUBIN

17 **SUPERIOR COURT OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES**

19 EDGAR DUARTE, individually and on behalf
20 of all others similarly situated,

21 Plaintiff,

22 v.

23 ARRIAGA USA, INC., a California corporation;
24 DECISIONHR I, INC., a Florida corporation;
25 OFER RUBIN, an individual; and DOES 1
through 50, inclusive,

26 Defendants.
27
28

Case No. 21STCV14446

Assigned for All Purposes to:
Hon. Elihu M. Berle
Dept. 6

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT**

Action Filed: April 15, 2021

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This Settlement is made by and between the Parties following a full day mediation session on February 1, 2022 with Mediator Henry Bongiovi.

I. DEFINITIONS

A. “Action” means the action filed on April 15, 2021 in the Los Angeles Superior Court, titled *Duarte v. Arriaga USA, Inc., et al.*, Case No. 21STCV14446.

C. “Class” means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the Class Period (defined below) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement.

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E. “Class Member(s)” means all members of the Class.

F. “Class Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

G. “Class Period” means April 15, 2017 through February 7, 2022.

H. “Court” means the Los Angeles Superior Court, where the Action is pending.

I. “Effective Date” means the later of the following: (1) the date the Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty (60) days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

J. “Defendant” means ARRIAGA USA, INC.

K. “Defendants” means ARRIAGA USA, INC., DECISIONHR I, INC., and OFER RUBIN.

L. “Defense Counsel” means counsel for Defendants, who are:

Spencer W. Waldron
Kelsey Wong Javier
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424

M. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration,

1 and interpretation.

2 N. “Enhancement Award” means an amount of up to Five Thousand Dollars (\$5,000.00)
3 for Plaintiff EDGAR DUARTE, subject to Court approval.

4 O. “Final Approval Order” means the final formal court order signed by the Court and
5 entering a judgment approving this Settlement on substantially the terms provided herein or as the
6 same may be modified by subsequent written agreement of the Parties as approved by the Court
7 following the Final Approval Hearing in accordance with the terms herein.

8 P. “Gross Settlement Amount” means One Hundred Twenty-Two Thousand and Five
9 Hundred Dollars (\$122,500.00), unless increased on a pro rata basis pursuant to Section III(D)(5) to
10 be paid by Defendant pursuant to the terms of this Settlement to settle this Action. All claims of the
11 Settlement Class, including all wages, damages, interest, penalties, and all administration costs,
12 attorney’s fees and costs, Enhancement Award, and LWDA Payment (defined below) pursuant to
13 Section III(D)(7) below, shall be paid out of the Gross Settlement Amount. The employer’s share of
14 payroll taxes arising from the wages payments made under this settlement shall be paid by Defendant
15 separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement amount
16 shall revert to Defendants.

17 Q. “Individual Settlement Payments” means the amounts of money from the Net
18 Settlement Amount that shall be paid to Participating Class Members less the employee’s portion of
19 required federal and state withholdings. Individual Settlement Payments will be each Participating
20 Class Member’s proportional share of the Net Settlement Amount (which shall be determined by the
21 calculations provided in this Settlement).

22 R. “Judgment” refers to the judgment entered by the Court in conjunction with the Final
23 Approval Order.

24 S. “LWDA Payment” means 75% of the \$5,000 allocated to settlement of PAGA claims,
25 which will be paid to the Labor and Workforce Development Agency (“LWDA”) pursuant to Section
26 III(D)(7)(e) of this Settlement, subject to Court approval.

27 T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-
28 approved settlement administration costs, attorney’s fees and costs, Enhancement Award, and LWDA

1 Payment, pursuant to Section III(D)(7) below.

2 U. “Non-Participating Class Member(s)” means those Class Members who submit to the
3 Settlement Administrator a valid and timely Exclusion Form to be excluded from the Class pursuant
4 to Section III(D)(2) below.

5 V. “Objection” means a signed written objection to the Settlement by a Class Member,
6 that is timely mailed to the Settlement Administrator, setting forth the grounds for the objection, along
7 with any supporting documents, the Class Member’s address, telephone number, reference to the
8 Action, and whether they intend to appear at the Final Approval Hearing.

9 W. “PAGA Period” means April 13, 2020 through February 7, 2022.

10 X. “Participating Class Member(s)” is defined as a Class Member who does not timely
11 exclude himself or herself from the Settlement and will therefore receive his or her share of the
12 Settlement proceeds automatically without the need to return a claim form. Each Participating Class
13 Member will be paid his/her Individual Settlement Payment.

14 Y. “Plaintiff” means EDGAR DUARTE.

15 Z. “Preliminary Approval Date” means the date the Court preliminarily approves the
16 Settlement.

17 AA. “Qualifying Workweeks” means the days that Class Members worked for Defendant
18 in hourly, non-exempt positions during the Class Period.

19 BB. “Request for Exclusion” means the Exclusion Form that will be enclosed with the Class
20 Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for
21 a Request for Exclusion to be valid, the Exclusion Form must be signed and postmarked by the
22 deadline provided for in Sections III(C) and III(D)(2) below, and mailed to the Settlement
23 Administrator at the address specified in the Class Notice.

24 CC. “Settlement” means this Joint Stipulation of Class Action Settlement, including the
25 attached Exhibit.

26 DD. “Settlement Administration Costs” means an amount of up to Eight Thousand and
27 Seven Hundred and Fifty Dollars (\$8,750.00), subject to Court approval, for all costs incurred by the
28 Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of

1 notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement
2 Payment checks and related tax reporting forms, administration of unclaimed and/or uncashed checks
3 to the California State Controller's Office's Unclaimed Property Division, and distribution of checks
4 to Class Counsel for attorneys' fees and costs, to Plaintiff for his Enhancement Award, and to the
5 LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

6 EE. "Settlement Administrator" means Phoenix Class Action Administration Solutions,
7 which the Parties have agreed will be responsible for the administration of the Individual Settlement
8 Payments to be made by Defendant from the Gross Settlement Amount and related matters under this
9 Settlement.

10 **II. CONTINGENT NATURE OF THE AGREEMENT**

11 Because the Parties have stipulated to the certification of the Class with respect to all causes
12 of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and
13 final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis.
14 This Settlement is contingent upon the approval and certification by the Court. If the Effective Date
15 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement
16 shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class
17 with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to
18 or used for any purpose whatsoever. Defendant does not consent to certification of the Class for any
19 purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if
20 disposition of this Action is not effectuated, any certification of the Class as to Defendant will be
21 vacated and Plaintiff, Defendant, and the Class will be returned to their respective positions in the
22 Action as if the Settlement had not been executed. In the event that the Effective Date does not occur:
23 (a) any Court orders preliminarily or finally approving certification of any class contemplated by this
24 Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or
25 entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendant did not
26 oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the
27 certification of the Class, shall not be used or cited thereafter by any person or entity, including in any
28 manner whatsoever, including without limitation any contested proceeding relating to the certification

1 of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void, shall
2 be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.
3 Defendant expressly reserves the right to challenge the propriety of class certification in the Action
4 for any purpose if the Effective Date does not occur.

5 The Parties and their respective counsel shall take all steps that may be requested by the Court
6 relating to the approval and implementation of this Settlement and shall otherwise use their respective
7 best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the
8 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and
9 confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a
10 resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

11 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Settlement shall be as
13 follows:

14 **A. Motion for Conditional Class Certification and Preliminary Approval**

15 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to
16 include all claims pled in the Action based on the preliminary approval of this Settlement. The date
17 that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."
18 Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this
19 Agreement and all supporting approval documents required by the LWDA at the same time that
20 Plaintiff submits them to the Court for approval.

21 **B. The Settlement Administrator**

22 The Parties have chosen Phoenix Class Action Administration Solutions to administer this
23 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
24 responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs,
25 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual
26 Settlement Payment checks and distributing them to Participating Class Members, administering and
27 making payment of unclaimed and/or uncashed checks to the California State Controller's Office's
28 Unclaimed Property Division, issuing the payment to Class Counsel for attorneys' fees and costs, the

1 Enhancement Award check to Plaintiff, the LWDA Payment, and the employer payroll taxes to the
2 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms
3 and conditions of this Settlement.

4 All costs of administering the Settlement, including but not limited to all costs and fees
5 associated with preparing, issuing and mailing any and all notices to Class Members and/or
6 Participating Class Members, all costs and fees associated with computing, processing, reviewing, and
7 mailing the Individual Settlement Payments, all costs and fees administering and making payment of
8 unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property
9 Division, all costs and fees associated with preparing any tax returns and any other filings required by
10 any governmental taxing authority or agency, all costs and fees associated with preparing any other
11 checks, notices, reports, or filings to be prepared in the course of administering disbursements from
12 the Gross Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement
13 Administrator in connection with the execution of its duties under this Settlement ("Settlement
14 Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement
15 Amount.

16 **C. Notice to Class Members**

17 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
18 provide the Settlement Administrator with a "Class List" based on its business records, identifying the
19 names of the Class Members, their last known home addresses, Social Security numbers or, as
20 applicable, other taxpayer identification number, their dates of employment and days worked during
21 the Class Period. This information shall be treated as confidential and shall not be disclosed to
22 Plaintiff, Class Counsel or any other person without prior approval from Defense Counsel.

23 Within ten (10) business days of receiving the Class List from Defendant, the Settlement
24 Administrator will send Class Members, by first-class mail, at their last known address, the Court
25 approved Class Notice, including notice of this settlement and of the opportunity to opt out of the
26 Settlement Class or object to the Settlement. The Class Notice will include a calculation of the Class
27 Member's minimum share of the Net Settlement Amount. Class Members will have forty-five (45)
28 days from the date of mailing in which to postmark Requests for Exclusion or Objections. Prior to the

1 initial mailing, the Settlement Administrator will check all Class Member addresses against the
2 National Change of Address database and shall update any addresses before mailing. The Settlement
3 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of
4 receiving notice that a notice was undeliverable. If a Class Member's notice is re-mailed, the Class
5 Member shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of the
6 initial mailing, whichever is later, in which to postmark a Request for Exclusion or Objection. Class
7 Members shall not be required to submit claim forms in order to receive their Individual Settlement
8 Payments.

9 If the Class Notice is returned with a forwarding address, the Settlement Administrator shall
10 re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class
11 Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall
12 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on
13 LexisNexis databases based on set criteria and, if another address is identified, shall mail the Class
14 Notice to the newly identified address. It is the intent of the Parties that reasonable means be used to
15 locate Class Members and that the Settlement Administrator be given discretion to take steps in order
16 to facilitate notice of this Settlement and delivery of the Individual Settlement Payments to the
17 Settlement Class. If no address can be determined by the Settlement Administrator after these efforts,
18 no further efforts to determine an address shall be required.

19 If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and
20 notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
21 status report provided to the Parties.

22 In the event a Class Member's Class Notice remains undeliverable sixty (60) days after the
23 Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's
24 Individual Settlement Payment. The Settlement Administrator will hold the Class Member's
25 Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at
26 the conclusion of the check cashing period the Class Member's Class Notice and Individual Settlement
27 Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will
28 distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in

1 Section III(D)(7)(f) below.

2 No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement
3 Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to
4 completion of the notice process, including any attempts to obtain valid mailing addresses for and re-
5 sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and
6 Objections that the Settlement Administrator received.

7 Compliance with the procedures described in this section shall constitute due and sufficient
8 notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy
9 the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense
10 Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final
11 Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval
12 Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting
13 party of the continuance.

14 **D. Responses to Notice**

15 **1. Class Member Disputes**

16 If any Class Member disagrees with Defendant's records as to his or her Qualifying
17 Workweeks during the Class Period as reflected in the Class Notice, the Class Member shall set forth
18 the Qualifying Workweeks he or she claims to have worked during the Class Period and submit to the
19 Settlement Administrator along with any supporting documentation. The Notice will also provide a
20 method for the Class Member to challenge the employment data on which his or her Individual
21 Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the
22 dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the
23 dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each
24 Class Member during the Class Period based on the information provided to it. Any dispute not
25 otherwise resolved by the Administrator and the Parties shall be resolved by the Court.

26 **2. Requests for Exclusion from the Class**

27 The Plaintiff may not request exclusion from the Class. In order for any Class Member to
28 validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the

1 Exclusion Form must be completed and signed by the Class Member or his or her authorized
2 representative, and must be mailed to the Settlement Administrator, postmarked by no later than forty-
3 five (45) days after the date the Settlement Administrator initially mails the Class Notice to the Class
4 Members (or fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Class
5 Member, whichever is later). The Class Notice shall contain instructions that the Exclusion Form
6 must be mailed, the date by which it must be mailed, and state the name and address of the Settlement
7 Administrator. The date of the initial mailing of the Class Notice, and the date the signed Exclusion
8 Form was postmarked, shall be conclusively determined according to the records of the Settlement
9 Administrator. Any Class Member who timely and validly requests exclusion from the Class and this
10 Settlement will not be entitled to any Individual Settlement Payment arising from the Class claims,
11 will not be bound by the terms and conditions of this Settlement as to the Class claims, and will not
12 have any right to object, appeal, or comment thereon. However, the proposed Settlement includes the
13 settlement of claims for civil penalties under PAGA. An employee may not request exclusion from
14 the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if a Class
15 Member requests exclusion from the Settlement, the Class Member will still receive an individual
16 settlement share for the PAGA claims pursuant to the terms in Section III(D)(7)(e) below, and will be
17 deemed to have released the PAGA claims. A Request for Exclusion will preserve the Class Member's
18 right to individually pursue only the remaining Class claims, other than PAGA claims which will have
19 been released.

20 Any Class Member who fails to timely submit a Request for Exclusion shall automatically be
21 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
22 determined by the Court's Final Approval Order, and by the other rulings in the Action.

23 **3. Objections to Settlement**

24 The Plaintiff may not object to the Settlement. For any Class Member to object to this
25 Settlement, or any term of it, the person making the objection must not submit a Request for Exclusion
26 (i.e., must not opt out), and should complete, sign and send the Objection using the instructions
27 provided in the Class Notice to the Settlement Administrator, postmarked no later than forty-five (45)
28 days after the Class Notice was initially mailed to the Class Members (or fifteen (15) days after the

1 Settlement Administrator re-mails the Notice to the Class Member, whichever is later), along with all
2 supporting papers. The date of the initial mailing of the Class Notice, and the date the signed Objection
3 was postmarked, shall be conclusively determined according to the records of the Settlement
4 Administrator. The Settlement Administrator shall send any Objections it receives to Defense Counsel
5 and Class Counsel within three (3) business days of receipt. The Court retains final authority with
6 respect to the consideration and admissibility of any Class Member objections.

7 **4. Encouragement of Class Members**

8 The Parties to this Settlement and the counsel representing such Parties shall not, directly or
9 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
10 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
11 from Class Members.

12 **5. Plaintiff's Right to Adjust Gross Settlement Amount**

13 At the mediation, Defendant estimated the number of putative class members as 271. If the
14 number of Class Members increases by more than 10% (which is more than 27 Class Members) as of
15 the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal
16 to \$452.03 per additional Class Member above the 10% increase (i.e., each employee above 298
17 employees).

18 **6. Final Approval Hearing**

19 On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval
20 Hearing shall be held before the Court in order to (1) review this Settlement and determine whether
21 the Court should give it final approval, and (2) consider any objections made and all responses by the
22 Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final
23 approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

24 a. Waiver of Right to Appeal

25 Provided that the Final Approval Order is consistent with the terms and conditions of this
26 Settlement, all Class Members who do not submit timely written objections to the Settlement or orally
27 object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final Approval
28 Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate

1 proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion
2 for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall
3 become final and non-appealable at the time it is entered. This waiver does not include any waiver of
4 the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification
5 by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not
6 constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

7 b. Vacation, Reversal, or Material Modification of Final Order and
8 Judgment on Appeal or Review

9 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or
10 application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there
11 is a material modification to the Settlement and that court's decision is not completely reversed, and
12 the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and Defendant
13 shall each have the right, but not the obligation, to void the Settlement, which the Party must do by
14 giving written notice to the other Party, the final reviewing court, and the Court no later than thirty
15 (30) days after the final reviewing court's decision vacating, reversing, or materially modifying the
16 Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's
17 award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation, reversal, or
18 material modification of the Final Order and Judgment within the meaning of this paragraph.

19 **7. Settlement Payment Procedures**

20 a. Gross Settlement Amount

21 In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross
22 Settlement Amount in the amount of One Hundred Twenty-Two Thousand and Five Hundred Dollars
23 (\$122,500.00), subject to a pro rata increase under the condition set forth in Section III(D)(5). The
24 Gross Settlement Amount includes all claims of the Settlement Class and all Settlement
25 Administration costs, Class Counsel's attorney's fees and costs, LWDA Payment, and Enhancement
26 Award.

27 No later than 15 calendar days after the Court's final approval of the Settlement (i.e., the date
28 the final approval order is signed), Defendant will transfer the Gross Settlement Amount into an

1 account established by the Settlement Administrator either directly or by sending the funds to the
2 Settlement Administer to be deposited and distributed. All of Defendant's obligations under this
3 Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross Settlement
4 Amount and acknowledgement of receipt of said funds and Defendant shall have no further obligations
5 to the Class including, without limitation, any further obligations to make any other payments of any
6 kind to, or on behalf of, the Class (except for the employer's share of payroll taxes).

7 The Settlement Administrator will use these funds to fund payment of the Individual
8 Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs,
9 LWDA Payment, the Enhancement Award, and employer and employee tax withholdings applicable
10 to the Net Settlement Amount allocated to wages. Ten (10) business days after Defendant fully funds
11 the Settlement, the Settlement Administrator will pay the Class Members' Individual Settlement
12 Payments, Court-approved attorney's fees and costs, settlement administration costs, Enhancement
13 Award, and LWDA Payment.

14 b. Payment of Attorneys' Fees and Costs

15 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of
16 the Gross Settlement Amount (which may increase pursuant to Section III(D)(5), i.e., pro rata increase
17 provision), which, based on the current Gross Settlement Amount, is Forty Thousand Eight Hundred
18 and Thirty Three Dollars and Thirty Four cents (\$40,833.34). Class Counsel shall submit an
19 application for an award of costs not to exceed Fifteen Thousand Dollars (\$15,000.00). Such
20 application for attorneys' fees and costs shall be heard by the Court at the Final Approval Hearing.
21 Defendant shall not object to or oppose any such application in these amounts.

22 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and
23 shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel
24 approved by the Court shall encompass all work performed, costs, and expenses related to the
25 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
26 extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel
27 requests, the difference between the requested and awarded amounts will be reallocated to the Net
28 Settlement Amount.

1 Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys'
2 fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including
3 obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any
4 attorneys' fees and costs incurred in prosecuting this Action other than as stated herein.

5 c. Payment of Settlement Administration Costs

6 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
7 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Eight
8 Thousand Seven Hundred and Fifty Dollars (\$8,750.00).

9 d. Payment of Enhancement Award to Named Plaintiff

10 Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Five
11 Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose. The
12 Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute
13 payment to any Participating Class Member(s). To the extent that the Court approves less than the
14 amount of Enhancement Award that Class Counsel requests, the difference between the requested and
15 awarded amounts will be reallocated to the Net Settlement Amount.

16 Because it is the intent of the Parties that the Enhancement Award represents payment to
17 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
18 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a
19 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
20 authorities as required by law.

21 Although it is the contemplation of the Parties that the Enhancement Award does not represent
22 wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing
23 authority may take the position that some or all of the Enhancement Award constitutes wages for
24 income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the
25 Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority
26 the amounts required by law, if any, to be withheld by Defendant from the Enhancement Award paid
27 under this Settlement. In addition, Plaintiff shall hold Defendant, Released Parties (including but not
28 limited to DecisionHR I, Inc. and Ofer Rubin) and Class Counsel harmless and indemnify Defendant,

Released Parties (including but not limited to DecisionHR I, Inc. and Ofer Rubin) and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Award.

e. Payment to the Labor and Workforce Development Agency and the Class for Settlement of PAGA Claims

In consideration of claims made under the California Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve allocation of Five Thousand Dollars (\$5,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five percent (25%) will be paid on a pro rata basis to all Class Members based on the individual Qualifying Workweeks worked during the Class Period by each Class Member, regardless of whether or not they opt out of this Settlement (“PAGA Settlement Payment”). Defendant will not oppose this request. The LWDA Payment and PAGA Settlement Payment will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA claim will not invalidate this Settlement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class Member’s individual amount will be included in his or her Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

1 Each Individual Settlement Payment will represent wages and penalties allocated using the
2 following formula: 40% allocated to wages, 40% allocated to penalties and interest, and 20%
3 reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made
4 from an employee's wages and all other authorized and required withholdings and shall be reported
5 by W-2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and
6 all other applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross
7 Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and
8 required withholdings other than the tax withholdings customarily made from employees' wages and
9 shall be reported by IRS 1099 forms. Defendant shall not make as part of this Settlement, nor be
10 required to make, any deductions, nor pay any monthly contributions for any insurance, retirement,
11 401(k) or profit-sharing plans, or any benefit plans related to monies paid as a result of this Settlement.

12 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
13 provide the Settlement Administrator with a list of the Qualifying Workweeks for each Class Member.
14 Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement
15 Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the
16 formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to
17 wages, interest and penalties, and reimbursements based on the formula specified above, (d) the
18 employer share of the payroll taxes applicable to the Net Settlement Amount allocated to wages, and
19 (e) the employee tax withholding amount based on the allocation of each Individual Settlement
20 Payment to wages.

21 No later than ten (10) business days after receiving the entire Gross Settlement Amount from
22 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
23 Settlement Payments to Participating Class Members. Defendant shall not bear any liability for lost
24 or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Individual
25 Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by
26 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
27 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
28 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the

1 Individual Settlement Payments. Participating Class Members shall have 180 days from the date their
2 Individual Settlement Payment checks are dated to cash their settlement checks. Any amounts from
3 checks that remain unclaimed and/or uncashed after 180 days of issuance will be disbursed to the
4 California State Controller's Office's Unclaimed Property Division.

5 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
7 a mass search on LexisNexis databases based on set criteria and, if another address is identified, shall
8 mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a
9 valid mailing address through this process, the Settlement Administrator will also transfer the amount
10 represented by the check to California State Controller's Office's Unclaimed Property Division.

11 g. No Credit Toward Benefit Plans

12 The Individual Settlement Payments made to Participating Class Members under this
13 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
14 calculate any additional benefits under any benefit plans to which any Class Members may be eligible,
15 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
16 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
17 intention that this Settlement will not affect any rights, contributions, or amounts to which any Class
18 Members may be entitled under any benefit plans.

19 h. No Effect on Regular Rate or Overtime Compensation

20 Participating Class Members will receive payment under the Settlement as determined by the
21 Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is
22 not viewed as additional compensation for purposes of calculating a "regular rate" of pay under
23 California or federal law for the period during which it is received, and no additional overtime
24 compensation is required as a result of such payment.

25 i. Tax Liability

26 The Parties and counsel for the Parties make no representation as to the tax treatment or legal
27 effect of the payments called for hereunder. Plaintiff and Participating Class Members are not relying
28 on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement

1 Administrator in this regard. Plaintiff, Participating Class Members, and Plaintiff's Counsel
2 understand and agree that they will be solely responsible for the payment of their own portion of any
3 taxes and penalties assessed on the payments that they receive.

4 j. No Additional Contribution by Defendant

5 Other than as set forth above, Defendant shall not be called upon or required to contribute
6 additional monies above the Settlement under any circumstances whatsoever except as specifically set
7 forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified,
8 however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated,
9 or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any
10 obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except
11 for costs already incurred by the Settlement Administrator, and this action shall resume as though no
12 Settlement had occurred with the Action proceeding in the Los Angeles County Superior Court.

13 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

14 **A. No Admission**

15 Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with
16 the law in any respect, that it has any liability to anyone under the claims asserted in the Action, that
17 it employed any of the Class Members, and that but for this Settlement a class should not be certified
18 in this Action. This Settlement is entered into solely for the purpose of compromising highly disputed
19 claims. Nothing in this Settlement is intended or will be construed as an admission of liability or
20 wrongdoing by Defendant and Released Parties (including but not limited to DecisionHR I, Inc. and
21 Ofer Rubin).

22 **B. Non-Evidentiary Use**

23 Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be:
24 (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any
25 purpose adverse to Defendant or any other of the Released Parties, including but not limited to,
26 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
27 liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered
28 in evidence against any of the Released Parties in any further proceeding in the Action, except for the

1 purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that
2 a Class Member has resolved any of his/her claims released through this Settlement.

3 **C. Defendant's Right to Terminate Settlement**

4 Defendant shall have the right at its sole discretion to terminate the Settlement if Class
5 Members holding 25% or more of the amount to be actually distributed to the Class, timely elect to
6 opt out of the Settlement. If Defendant elects to exercise its right under this paragraph, Defendant
7 shall be liable solely for administrative costs of the third-party claims administrator selected by the
8 Parties. Defendant agrees that it will not in any manner take any actions to encourage Class Members
9 to opt-out.

10 **D. Nullification**

11 The Parties have agreed to the certification of the Class encompassing all claims alleged in the
12 Action for the sole purpose of effectuating this Settlement. If (a) the Court should for any reason fail
13 to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
14 Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the
15 Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason
16 fail to dispose of the action in its entirety, then (i) this Settlement shall be considered null and void;
17 (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or
18 effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the
19 Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were
20 willing to stipulate to class certification of all causes of action pled in the Action as part of the
21 Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether
22 the Class should be certified by the Court in a non-settlement context in this Action or any other action,
23 and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

24 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
25 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall
26 remain in full force and effect.

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1 **V. RELEASES**

2 **A. Releases by Class Members**

3 Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant,
4 Participating Class Members who do not opt out of the Settlement will release Defendant, including
5 its present and former parents, subsidiaries, affiliated and related entities, Professional Employer
6 Organizations (“PEO”) including DecisionHR I, Inc., present and former owners, including Ofer
7 Rubin, boards, officers, directors, trustees, shareholders, members, partners, employees, agents,
8 insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns
9 (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or
10 causes of action of every nature and description that accrued during the Class Period, under state law
11 and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which
12 could have been alleged based on the factual allegations in the First Amended Complaint in the Action,
13 including claims for unpaid wages, including but not limited to failure to pay minimum wages, straight
14 time compensation, and overtime compensation, and interest; failure to timely pay regular and final
15 wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty
16 meal period waivers; payment for all hours worked; wage statements and paystubs, including wage
17 statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep
18 accurate records; declaratory relief; unfair business practices; penalties, including recordkeeping
19 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory
20 penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the
21 Released Claims include those claims arising under California Labor Code Sections 201-204, 206,
22 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802, and/or those arising under
23 the Industrial Welfare Commission Wage Orders; the California Private Attorneys General Act of
24 2004 (“PAGA”); and/or those arising under the Industrial Welfare Commission Wage Orders;
25 California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title
26 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and California Code of
27 Civil Procedure section 1021.5 (“Released Claims”).

28 //

1 The above release language shall also be included in the Class Notice. Plaintiff and
2 Participating Class Members will release these Released Claims from April 15, 2017 to February 7,
3 2022.

4 Class Members who endorse their settlement checks waive and release any claims under the
5 Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and
6 based on the factual allegations alleged or which could have been alleged in the Class Action
7 Complaint, including the claims noted above.

8 This release excludes the release of claims not permitted by law.

9 Any Class Member who validly excludes himself or herself from the Settlement will still
10 receive a PAGA Settlement Payment, and will be deemed to have released claims against the Released
11 Parties for civil penalties pursuant to PAGA based on the Released Claims (“PAGA Release”).

12 **B. Releases by Aggrieved Employees and the State of California**

13 Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant, the
14 State of California and Aggrieved Employees will release Defendant, including its present and former
15 parents, subsidiaries, affiliated and related entities, Professional Employer Organizations (“PEO”)
16 including DecisionHR I, Inc., present and former owners, including Ofer Rubin, boards, officers,
17 directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys,
18 representatives, heirs, executors, administrators, successors and assigns (collectively, the “PAGA
19 Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of
20 every nature and description that accrued during the PAGA Period, under state law and the California
21 Labor Code, that were alleged or which could have been alleged based on the exhausted claims and
22 factual allegations in Plaintiff’s notices sent to the LWDA and alleged in the operative complaint,
23 regardless of whether the Aggrieved Employees opt-out of the Settlement Agreement, including
24 claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum
25 wages, straight time compensation, and overtime compensation, and interest; failure to timely pay
26 regular and final wages; missed meal period and rest period wages and premiums; meal period waivers
27 and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs,
28 including wage statements and paystubs furnished or available in physical, electronic, or other forms;

1 failure to keep accurate records; penalties, including recordkeeping penalties, wage statement
2 penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties;
3 and attorneys' fees and costs. Without limiting the foregoing, the PAGA Released Claims include
4 claims for civil penalties, attorneys' fees, and costs arising under California Labor Code Sections 98.6,
5 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194,
6 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.* and/or those arising under the Industrial
7 Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare
8 Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California
9 Code of Civil Procedure section 1021.5 ("PAGA Released Claims").

10 The above release language shall also be included in the Class Notice. Plaintiff, the State of
11 California, and Aggrieved Employees will release these PAGA Released Claims from April 13, 2020
12 to February 7, 2022.

13 This release excludes the release of claims not permitted by law.

14 Any Aggrieved Employee who validly excludes himself or herself from the Settlement will
15 still receive a PAGA Settlement Payment, and will be deemed to have released claims against the
16 PAGA Released Parties for civil penalties pursuant to PAGA based on the PAGA Released Claims.

17 **C. Plaintiff's General Release**

18 Plaintiff does hereby, for himself, and for his heirs, successors, predecessors, attorneys, agents,
19 representatives and assigns, forever release the Released Parties from any and all charges, complaints,
20 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
21 action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees,
22 interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs
23 actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind,
24 nature, and character whatsoever, from the beginning of time through the date of his signature on this
25 Settlement, known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but
26 not limited to all claims arising out of, based upon, or relating to his employment with Defendant, the
27 termination or resignation of his employment with Defendant, or the remuneration for such
28 employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims

1 which were or could have been raised in the Action and all claims or rights arising out of alleged
2 violations of any contracts, express or implied (including but not limited to any contract of
3 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,
4 including negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction
5 of emotional distress, intentional infliction of emotional distress, and defamation; any other common
6 law claim; any “retaliation” claims; any claims relating to any breach of public policy; any claim for
7 costs, fees, interest, or other expenses including attorneys’ fees; any legal restrictions on Defendant’s
8 right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental
9 statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of
10 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment,
11 including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as
12 amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The
13 Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income
14 Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The
15 Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of
16 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as
17 amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law,
18 as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities
19 Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29
20 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov.*
21 *Code*, §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including
22 discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical
23 or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age,
24 including retaliation for reporting discrimination or harassment); (16) California Family Rights Act,
25 [*Gov. Code*, §§ 12945.1, *et seq.*] (family/medical leave); (17) California Labor Code or any Industrial
26 Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex,
27 and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination);
28 (21) California health and safety laws and regulations; and (22) any other federal, state, or local law,

1 regulation or ordinance, including those regulating compensation, and those prohibiting
2 discrimination, harassment, or retaliation of any kind. This release excludes the release of claims not
3 permitted by law.

4 **D. Plaintiff's Release of Unknown Claims**

5 Plaintiff, in his individual capacity, also expressly waives, as to the Released Claims any and
6 all provisions, rights and benefits conferred by any law or principle of common law or equity, that is
7 similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the
8 purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release
9 given in this Settlement is intended to include in its effect, without limitation, claims that each did not
10 know or suspect to exist in his favor at the time of the effective date of this Settlement, regardless of
11 whether the knowledge of such claims, or the facts upon which they might be based, would materially
12 have affected the settlement of this matter, and that the consideration given under the Settlement was
13 also for the release of those claims and contemplates the extinguishment of any such unknown claims.
14 Plaintiff expressly waives the provisions of section 1542 of the Civil Code of California, which
15 provides:

16 **A general release does not extend to claims that the creditor or**
17 **releasing party does not know or suspect to exist in his or her favor**
18 **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.

19 Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts
20 in addition to or different from those he now knows or believes to be true, Plaintiff, upon the Effective
21 Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against
22 the Released Parties that were alleged or could have been alleged in the Action, as well as any other
23 claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now
24 exist, upon any theory of law or equity, including without limitation, conduct which is negligent,
25 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the
26 subsequent discovery or existence of such different or additional facts.

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1 **E. No Additional Attorneys' Fees or Costs**

2 Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear
3 their own attorneys' fees and costs related to this Action.

4 **VI. MISCELLANEOUS PROVISIONS**

5 **A. Amendments or Modification**

6 The terms and provisions of this Settlement may be amended or modified only by an express
7 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
8 and approval by the Court.

9 **B. Assignment**

10 None of the rights, commitments, or obligations recognized under this Settlement may be
11 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
12 consent of each other Party and their respective counsel. The representations, warranties, covenants,
13 and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement,
14 and shall not be construed to confer any right or to avail any remedy to any other person.

15 **C. Governing Law**

16 This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall
17 be determined, in accordance with the laws of the State of California, irrespective of the State of
18 California's choice of law principles.

19 **D. Entire Agreement**

20 This Settlement, including the Exhibit referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties hereto with respect of the subject matter contained
22 herein. In case of any conflict between text contained in Articles I through VI of this Settlement and
23 text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VI) shall be
24 controlling, unless the Exhibit are changed by or in response to a Court order. There are no restrictions,
25 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
26 Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all
27 prior agreements and understandings among the Parties hereto with respect to the settlement of the
28 Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior

1 agreements or proposals.

2 **E. Waiver of Compliance**

3 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
4 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent
5 permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to
6 the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon
7 strict compliance with any representation, warranty, covenant, agreement, or condition shall not
8 operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9 **F. Counterparts and Fax/PDF Signatures**

10 This Settlement, and any amendments hereto, may be executed in any number of counterparts
11 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which
12 when executed and delivered shall be deemed to be an original and all of which counterparts taken
13 together shall constitute one instrument. A fax or PDF signature on this Settlement shall be as valid
14 as an original signature.

15 **G. Meet and Confer Regarding Disputes**

16 Should any dispute arise among the Parties or their respective counsel regarding the
17 implementation or interpretation of this Settlement, a representative of Class Counsel and a
18 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
19 to submitting such disputes to the Court.

20 **H. Agreement Binding on Successors**

21 This Agreement will be binding upon, and inure to the benefit of, the successors in interest of
22 each of the Parties.

23 **I. Cooperation in Drafting**

24 The Parties have cooperated in the negotiation and preparation of this Settlement. This
25 Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel,
26 was the drafter or participated in the drafting of this Settlement.

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1 **J. Fair Settlement**

2 Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects
3 a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through
4 arm's-length negotiations, taking into account all relevant factors, current and potential, and is
5 consistent with public policy, and fully complies with applicable provisions of law.

6 **K. Headings**

7 The descriptive heading of any section or paragraph of this Settlement is inserted for
8 convenience of reference only and does not constitute a part of this Settlement and shall not be
9 considered in interpreting this Settlement.

10 **L. Notice**

11 All notices, demands, or other communications given under this Settlement must be in writing
12 and addressed as follows:

13 *To Plaintiff and the Class:*

14 Daniel J. Hyun
15 LAW OFFICE OF DANIEL J. HYUN
16 1100 West Town and Country Road, Suite 1250
17 Orange, California 92868
18 Telephone: (949) 596-4782
19 Facsimile: (949) 528-2596

20 David Alami
21 ALAMI LAW GROUP
22 620 Newport Center Drive, Ste. 1100
23 Newport Beach, California 92660
24 Telephone: (949) 287-3594

25 And

26 *To Defendants:*

27 Spencer W. Waldron
28 Kelsey Wong Javier
29 FISHER & PHILLIPS LLP
30 2050 Main Street, Suite 1000
31 Irvine, California 92614
32 Telephone: (949) 851-2424
33 Facsimile: (949) 851-0152

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1 **M. Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Settlement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Settlement.

9 **N. Mutual Full Cooperation**

10 The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement,
11 including but not limited to execution of such documents, and to take such other action as may
12 reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement
13 shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this
14 Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on
15 the form or content of any document needed to implement the Settlement, or on any supplemental
16 provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to
17 seek the assistance of the Court.

18 **O. Authorization to Act**

19 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
20 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
21 effectuate the terms of this Settlement, except for signing the documents, including but not limited to
22 this Settlement, that are required to be signed by the Parties.

23 **P. No Reliance on Representations**

24 The Parties have made such investigation of the facts and the law pertaining to the matters
25 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,
26 on any statement, promise, or representation of fact or law, made by any of the other parties, or any of
27 their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
28 rights, or with regard to the advisability of making and executing this Settlement, or with respect to

1 any other matters. No representations, warranties, or inducements have been made to any party
2 concerning this Settlement.

3 **Q. No Collateral Attack**

4 This Settlement shall not be subject to collateral attack by any Class Member or any recipient
5 of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not
6 be limited to claims that the Class Member failed for any reason to receive timely notice of the
7 procedure for disputing the calculation of his or her Individual Settlement Payment.

8 **R. Invalidity of Any Provision**

9 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the
10 provision as valid to the fullest extent possible consistent with applicable precedents so as to define all
11 provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application
12 thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which
13 can be given effect without the invalid provisions or application and, to this end, the provisions of this
14 Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained
15 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable
16 party.

17 **EXECUTION BY PARTIES**

18 The Parties hereby execute this Settlement.

19 Dated: _____

EDGAR DUARTE

20 By: Edgar Duarte
21 edgar duarte (Aug 2, 2022 16:40 PDT)
(Signature)

22 Dated: AUGUST 2, 2022

23 ARRIAGA USA, INC.

24 By: [Signature]
25 (Signature)

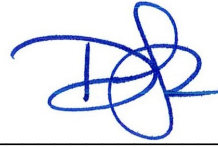
26 SHAWN RUBIN
(Printed Name)

27 President
28

1 Approved as to form:

2 Dated: August 2, 2022

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP



By: _____

Daniel J. Hyun

David Alami

Attorneys for Plaintiff EDGAR DUARTE

9 Dated: August 2, 2022

FISHER PHILLIPS LLP

12 By: Spencer Waldron

Spencer W. Waldron

Kelsey Wong Javier

Attorneys for Defendants ARRIAGA USA, INC.,
DECISIONHR I, INC., and OFER RUBIN

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Duarte v. Arriaga USA, Inc., et al.
Los Angeles County Superior Court
Case No. 21STCV14446

If you worked as a non-exempt hourly employee for Arriaga USA, Inc. (“Defendant”) in California at any time from April 15, 2017 through February 7, 2022, you are eligible to receive compensation from a class action settlement.

- You have been identified as a Class Member (defined below) in a Lawsuit (defined below) brought by a former employee of Defendant. Defendant denies all allegations and contends it has complied with California law at all relevant times. However, to avoid the continuing expense of litigation, the Plaintiff Edgar Duarte (“Plaintiff”) and Defendant (collectively, the “Parties”) have reached a settlement of highly disputed claims (the “Settlement”). The Court has preliminarily approved the Settlement, finding it to be fair, reasonable, adequate, and in the best interests of the Class Members.
- The Settlement will affect all of Defendant’s non-exempt hourly California employees from April 15, 2017 through February 7, 2022 (the “Class Period”).
- If the Court grants final approval of the Settlement, you will receive a settlement payment.

*A court authorized this notice. This is not an advertisement.
You are not being sued. Your rights will be affected by this notice and settlement.*

YOUR LEGAL RIGHTS AND OPTIONS	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (defined below), will receive a settlement payment, and will give up certain rights to sue Defendants Arriaga USA, Inc., DecisionHR I, Inc., and Ofer Rubin (collectively “Defendants”) separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Opt out of the Settlement. Receive no payment from the settlement for the Class claims, but receive an individual settlement share for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). Keep rights to individually pursue only the Class claims. If you opt out of the Settlement, you won’t receive any share of the Class payment, but you retain the right to sue Defendants separately about the Class claims in this Lawsuit. However, even if you opt out, you will still receive an individual settlement share for claims for civil penalties pursuant to

	PAGA and will be deemed to have released the PAGA claims.
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- To object to the Settlement or to ask to be excluded, you must act before [DATE], 2022.
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

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BASIC INFORMATION

1. Why did I get this notice?

Records show that you are a potential member of the Class because you worked for Defendant in California as a non-exempt employee during the Class Period. The Court has given preliminary approval to the Settlement of a class action lawsuit that may affect your legal rights and ordered that this Notice be sent to you to explain your rights in connection with the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; the Court has not made any ruling on the merits of Plaintiff's claims or Defendants' defenses.

The lawsuit is known as *Duarte v. Arriaga USA, Inc., et al.*, Case No. 21STCV14446 (the "Lawsuit"). You can view the Lawsuit's records online by visiting the Court's website (<https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>), entering the Case Number in the search box, and selecting "Search."

2. What is this Lawsuit about?

The Lawsuit is about whether Defendants failed to pay minimum, regular, and overtime wages for all hours worked, failed to provide proper meal and rest breaks, failed to provide accurate itemized wage statements, failed to pay all wages timely upon separation of employment, and failed to reimburse business expenses to its non-exempt employees as required by applicable California laws. Based on these alleged violations, the Lawsuit also alleges violations of California's Labor Code and Unfair Competition Law ("UCL") and seeks penalties under California's Private Attorneys General Act ("PAGA").

Defendants disagree with the allegations made by Plaintiff and expressly deny that they did anything to Plaintiff or any other Class Member that was illegal or that would result in any liability under California's employment laws. Defendants do not admit that they employed any Class Member at any time.

3. What is a class action and who is involved?

In an employment class action lawsuit such as this, a person called the "Class Representative" sues his or her employer or former employer on behalf of other current or former employees who may have similar claims. The people who may have similar claims are called "Class Members," and Class Members are collectively referred to as "the Class." The Class Representative is also called the Plaintiff. There is one Plaintiff/Class Representative in this Action, Edgar Duarte. The companies and individual that were sued (in this case Arriaga USA, Inc., DecisionHR I, Inc., and Ofer Rubin) are called the Defendants. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendant agreed to conditionally certify the Lawsuit as a class action for all of Plaintiff's alleged claims for settlement purposes only and to ask the Court to approve the Settlement.

By agreeing to the terms of the settlement, Defendant does not admit any of the allegations in this Action, that it has done anything wrong or that any Class Member has suffered any damage. Defendant's agreement to settle does not mean that Defendants admit any liability or wrongdoing to Plaintiff or to the Class and does not mean that it employed Plaintiff or any member of the Class. Defendant settled this case to avoid additional expense, inconvenience, and interference with its business operations. The Court has not ruled on the merits of Plaintiff's claims or the defenses of Defendants. Defendants retain the right to defend themselves against any of the allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant has agreed to pay \$122,500. This \$122,500 total settlement figure is known as the "Gross Settlement Amount," unless increased on a pro rata basis according to the terms of the Settlement Agreement.
2. Plaintiff Edgar Duarte has agreed to a general release of all of his claims against Defendants.
3. Plaintiff seeks the following allocation of the Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (or currently approximately \$40,833.34) for Class Counsel's attorneys' fees;
 - b. Up to \$15,000 for reimbursement of Class Counsel's litigation costs;
 - c. An enhancement payment of up to \$5,000 for Plaintiff Edgar Duarte for dedicating personal time and performing work in connection with the Lawsuit, assisting Class Counsel in investigating the alleged claims, being available to answer Class Counsel's questions, providing a general release of claims, and undertaking the risks of filing the Lawsuit;
 - d. All costs of the Settlement Administrator, which are currently estimated to be no more than \$8,750; and
 - e. \$5,000 as PAGA civil penalties. Per Labor Code Section 2699(i), seventy-five percent (75%) of this amount (\$3,750) will be payable to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or \$1,250, will be payable to the Class as the "PAGA Amount."
4. After the above deductions from the Gross Settlement Amount, the remaining funds will be distributed to Class Members on a pro rata basis. To ensure timely payment, please contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address.

If the Court approves this proposed allocation, the Parties estimate that \$49,166.66 (the "Net Settlement Amount") will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

The Net Settlement Amount shall be divided among all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class Member's individual amount will be included in his or her Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

“Qualifying Workweeks” means the weeks that Class Members worked for Defendant in hourly, non-exempt positions during the Class Period.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Employee-side payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 40% allocated to wages, 40% allocated to penalties and interest, and 20% allocated to expense reimbursements. Defendant will pay employer-side taxes separate and apart from the Gross Settlement Amount.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” consists of all persons who worked as non-exempt hourly employees in California for Defendant at any time from April 15, 2017 through February 7, 2022.

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Class Action Administration Solutions, the “Settlement Administrator,” at the designated phone number for this matter at [insert telephone number], or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at (949) 287-3594.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the Settlement, or ask to be excluded from the Settlement. These options are further explained below, including the dates by which you need to take any action.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant or its Professional Employer Organization (“PEO”), your total number of Qualifying Workweeks during the Class Period is [redacted]. As a result,

your estimated Individual Settlement Payment will be \$.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address for timely payment.

If you believe your total number of Qualifying Workweeks (shown above) is not accurate, you may submit a signed written dispute to the Settlement Administrator, indicating what you believe is the correct number of Qualifying Workweeks. Please be advised that your number of Qualifying Workweeks is presumed to be correct, unless you submit documents to support your contention to the Settlement Administrator no later than [DATE], 2022.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement, each Class Member who does not validly opt-out will be mailed an Individual Settlement Payment. In addition, each Class Member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns will be deemed to forever release, acquit, and discharge, and covenant not to sue, Defendant, including its present and former parents, subsidiaries, affiliated and related entities, Professional Employer Organizations (“PEO”) including DecisionHR I, Inc., present and former owners, including Ofer Rubin, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including claims for unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; declaratory relief; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the Released Claims include those claims arising under California Labor Code Sections 201-204, 206, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802, and/or those arising under the Industrial Welfare Commission Wage Orders; the California Private Attorneys General Act of 2004 (“PAGA”); and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 (“Released Claims”).

Class Members who endorse their settlement checks waive and release any claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and based on the factual allegations alleged or which could have been alleged in the Class Action Complaint, including the claims noted above.

This release excludes the release of claims not permitted by law.

For members of the Class who do not validly opt out, the release period shall run from April 15, 2017 through February 7, 2022 for non-exempt hourly employees.

The proposed Settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this Settlement, then even if you request exclusion from the Settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining Class claims.

In addition, if the Court grants final approval of the Settlement, the State of California and Aggrieved Employees will be deemed to forever release, acquit, and discharge, and covenant not to sue, Defendant, including its present and former parents, subsidiaries, affiliated and related entities, Professional Employer Organizations (“PEO”) including DecisionHR I, Inc., present and former owners, including Ofer Rubin, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the “PAGA Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the PAGA Period, under state law and the California Labor Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations in Plaintiff’s notices sent to the LWDA and alleged in the operative complaint, regardless of whether the Aggrieved Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties, attorneys’ fees, and costs arising under California Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.* and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil Procedure section 1021.5 (“PAGA Released Claims”).

Plaintiff, the State of California, and Aggrieved Employees will release these PAGA Released Claims from April 13, 2020 through February 7, 2022 (“PAGA Period”).

“Aggrieved Employees” means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the PAGA Period.

This release excludes the release of claims not permitted by law.

Any Aggrieved Employee who validly excludes himself or herself from the Settlement will still receive a PAGA Settlement Payment, and will be deemed to have released claims against the PAGA Released Parties for civil penalties pursuant to PAGA based on the PAGA Released Claims.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement (see sections 11 and 12 below), and your objection will not be considered.

To object, mail a written objection to the Settlement Administrator (at the address in Section 18, below) setting forth the grounds of objection, along with any supporting documents postmarked no later than [DATE], 2022, which is 45 days from the date that this Notice was mailed.

All written objections must be signed and must contain your address, telephone number, and a reference to the Lawsuit. You may also appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class — sometimes called “opting-out” of the Class — you will only receive an individual settlement share for the PAGA claims and will not receive any compensation from the Settlement for the Class claims. If you exclude yourself, you will not be legally bound by the Court’s disposition of the Class claims, but you will still be deemed to have released the PAGA claims.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the enclosed Exclusion Form. To exclude yourself from the Settlement, you must mail your completed Exclusion Form to the Settlement Administrator at the address below in Section 18, and it must be postmarked on or before [DATE], 2022. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will only receive an individual settlement share for the PAGA claims, will release only his or her PAGA claims, will not receive any compensation from the Settlement for the Class claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE], 2022, will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court preliminarily decided that the Law Office of Daniel J. Hyun and Alami Law Group are qualified to represent you and all Class Members in this Lawsuit. These law firms are also called “Class Counsel” in the context of this case.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to approximately \$40,833.34) in attorneys' fees, plus costs not to exceed \$15,000 to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

15. Who is handling the Settlement Administration process?

The Settlement Administrator, Phoenix Class Action Administration Solutions, will handle the process. The Settlement Administrator's contact information is provided in Section 18, below.

16. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for [DATE], 2022 at [TIME] .m. in Department 6 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. If physical access to the Court is restricted due to COVID-19 or other reasons, please contact the Settlement Administrator regarding alternative options to appear at the hearing.

17. When will I get money after the hearing?

Your Individual Settlement Payment from the Net Settlement Amount will be made within approximately [INSERT] days after the Court's final approval of the Settlement, or, if an objection is filed, then approximately [INSERT] days after the Court's final approval of the Settlement, or, if an appeal is filed, then after all rights to appeal expire (assuming that the Court's approval stands), whichever date is later.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement was filed in this case as Exhibit 1 to the Supplemental Declaration of Daniel J. Hyun in Support of Motion for Preliminary Approval, filed on August 5, 2022.

You may contact the Settlement Administrator, whose contact information is below:

Phoenix Class Action Administration Solutions
[ADDRESS]
[PHONE]
[FAX]

You may also contact Class Counsel, whose contact information is below:

Daniel J. Hyun
LAW OFFICE OF DANIEL J. HYUN
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 596-4782
Facsimile: (949) 528-2596
Email: dh@danielhyunlaw.com

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**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT REGARDING
THIS NOTICE OR THE LAWSUIT.**

Duarte v. Arriaga USA, Inc., et al.

Case No. 21STCV14446

EXCLUSION FORM

MAIL OR FAX TO:

c/o [Administrator]

P.O. Box *****

*****, CA *****

Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT FOR THE CLASS ACTION CLAIMS.

I, _____, request to be excluded from the Settlement Class in the matter of *Duarte v. Arriaga USA, Inc., et al.*, Case No. 21STCV14446 (Los Angeles County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the settlement for the class action claims.

Signature and last four digits of your social security number Date

Print your name here

By signing this form, I hereby certify that I request exclusion from the Settlement Class as specified above and that the last four digits of my social security number are true and accurate to the best of my knowledge.

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE _____, 2022. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE _____, 2022. IT MUST BE SENT TO

Duarte v. Arriaga USA, Inc., et al.

Case No. 21STCV14446

EXCLUSION FORM

THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o [Administrator]

P.O. Box *****

***** , CA *****

Fax: (***) ***-*****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]