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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

ANA RAYOS, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

RESTAURANT LEADERSHIP GROUP,
LLC, an unknown business entity and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2000689

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: September 24, 2024

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Reservation #: 948006425521

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I, Vartan Madoyan, declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law at Lawyers for Justice, P.C. (hereinafter “Class Counsel”). I am co-counsel for Plaintiff Ana Rayos (“Plaintiff”) in this wage and hour class action filed against RESTAURANT LEADERSHIP GROUP, LLC (hereinafter “Defendant”).

2. This declaration is being submitted in support of Plaintiff's motion for Preliminary Approval of Class and PAGA Action Settlement.

I. EXHIBITS

3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement” or “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed Class Notice. Attached as **Exhibit “B”** to the Agreement is a true and correct copy of the proposed Request for Exclusion Form. Attached as **Exhibit “C”** to the Agreement is a true and correct copy of the proposed Objection Form.

4. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with the Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement evidencing Class Counsel’s compliance with California Labor Code Section 2699(1)(2).

5. Attached hereto as **Exhibit “3”** is a true and correct copy of the bid for settlement administration submitted by Apex Class Action LLC, in the amount of \$21,000. Class Counsel requested bids from three (3) settlement administration companies and received the lowest bid from Apex Class Action LLC.

II. INTRODUCTION

6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage

1 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
2 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
3 denied or of Defendant prevailing at trial. Given that there are approximately 338 Settlement Class
4 Members, **the average gross recovery is approximately \$353.82** (Net Settlement Amount divided by
5 Settlement Class Members). The range of settlement awards will be provided when Plaintiff moves for
6 final approval of the Settlement.

7 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary
8 settlement approval and falls within the range of reasonableness. The average Individual Class Payment
9 to the Settlement Class meets awards in similar wage and hour class actions. Moreover, the proposed
10 Settlement Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests
11 the Court grant preliminary approval of the Settlement.

12 **III. FACTS AND PROCEDURE**

13 **A. Overview of the Litigation**

14 8. Defendant operates restaurants in Riverside County, where Plaintiff worked. Plaintiff
15 worked for Defendant in California from November 2013 to January 2021. During her employment,
16 Plaintiff claims that she was denied legally compliant meal and rest periods, and minimum wages and
17 overtime compensation. Throughout her employment, Plaintiff was subject to Defendant's written
18 policies and procedures.

19 9. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest
20 periods, failed to pay for all time worked, failed to reimburse necessary business expenses, and failed
21 to furnish accurate, itemized wage statements. Defendant denies liability for each of Plaintiff's claims.
22 Further, Defendant asserts that it fully complied with all applicable employment laws and raised several
23 other significant defenses to Plaintiff's claims, including but not limited to, asserting that they
24 maintained facially compliant meal and rest period policies, paid their employees for all hours worked,
25 and properly reimbursed all necessary business expenses.

26 10. On May 21, 2021, Plaintiff served Defendant and the Labor and Workforce Development
27 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth
28 the facts and theories supporting Defendant's alleged violations of various provisions of the California

1 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to
2 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
3 2698 *et seq* (“PAGA”).

4 11. On December 28, 2020, Plaintiff filed a class action complaint in the Riverside County
5 Superior Court, Case No. CVRI2000689 (“Class Action”). The Action alleged ten causes of action
6 against Defendant for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
7 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation
8 of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor
9 Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code
10 §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages
11 Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-
12 Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep
13 Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
14 Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq*.

15 12. On July 27, 2021, Plaintiff filed a separate Complaint in Riverside County Superior
16 Court, Case No. CVRI2103478 for enforcement under the Private Attorneys General Act, California
17 Labor Code § 2698, *et seq*. (“PAGA Action”). On January 20, 2022, the Class Action and PAGA Action
18 were consolidated.

19 13. Plaintiff commenced written discovery in October 2021. Before responding to discovery,
20 the Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to informally
21 exchange additional documents and data points subject to the mediation privilege, including but not
22 limited to, the Class Members’ time data and certain payroll data points.

23 14. On December 4, 2023, the Parties participated in a full day mediation with Paul
24 Grossman, Esq., a mediator of wage and hour class and PAGA actions. The mediation concluded with
25 a settlement after both sides agreed to a Mediator’s proposal, which was subsequently memorialized in
26 the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-
27 form settlement agreement, which is the subject of the instant motion.
28

1 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

2 15. Months before filing the Action, Class Counsel began its pre-filing investigation into
3 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
4 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment.
5 Class Counsel subsequently determined that Plaintiff's complaints justified further inquiry.

6 16. Class Counsel then requested Plaintiff's employee files from Defendant. In response,
7 Defendant produced several documents, including but not limited to, copies of Plaintiff's payroll
8 records, time records and various company policies. Class Counsel reviewed and analyzed the
9 documents and determined the documents appeared to substantiate Plaintiff's claims that Defendant
10 failed to, among other things, provide compliant meal and rest periods, and failed to pay for all hours
11 worked, failed to reimburse necessary business expenses, and failure to furnish accurate itemized wage
12 statements.

13 17. To prepare for mediation, Defendant produced time and payroll records for the Class
14 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
15 paid to the Class Members, average hourly rate for the Class Members, average shift length for Class
16 Members, number of current Class Members, number of former Class Members who were employed
17 during the Class Period, and copies of applicable handbooks, policies, and agreements. In total, Class
18 Counsel reviewed dozens of files and pages of documents of time and payroll data.

19 18. Class Counsel analyzed Defendant's time and payroll data to assist in the development
20 of various damage models. Among other things, Class Counsel estimated the approximate amount of
21 unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length
22 of shifts and average number of hours worked per week. Class Counsel also estimated the number of
23 missed, late, or truncated meal and rest periods, the amount of off-the-clock work, and the amount of
24 missed meal and rest period premiums paid during the Class Period.

25 19. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
26 determining Plaintiff's suitability as a putative class representative through interviews, background
27 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
28 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,

1 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
2 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
3 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
4 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
5 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
6 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
7 independent assessment of the reasonableness of the terms to which the Parties have agreed.

8 20. Class Counsel only agreed to enter the Settlement following this thorough investigation
9 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
10 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
11 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
12 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
13 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

14 **C. The Proposed Settlement Fully Resolves Plaintiff's Claims**

15 21. For tax purposes, Individual Class Payments shall be allocated and treated as follows:
16 20% as wages ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The Wage
17 Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion
18 shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Agreement at §
19 3.2.4.1. In calculating Defendant's total damages exposure, Class Counsel determined that the vast
20 majority of damages are for meal and rest premiums, which can be classified as penalties and not wages.
21 Therefore, with the uncertainty regarding how meal and rest premiums would be classified, the Parties
22 agreed that an allocation of 20% as wages and 80% as penalties and interest is far and reasonable.

23 **IV. ARGUMENT**

24 **A. The Court Should Preliminarily Approve the Settlement**

25 22. The Parties participated in mediation with mediator Paul Grossman, Esq. Mediator
26 Grossman managed the Parties' expectations and provided a useful, neutral analysis of the issues and
27 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
28 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against

1 any inference of a collusive settlement); *D’Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
2 “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the
3 proceedings were free of collusion and undue pressure.”).) After a full day of mediated negotiations,
4 the Parties reached an agreement and the mediation session concluded with a settlement.

5 23. Once the Parties reached a settlement, they engaged in protracted negotiations regarding
6 the written terms of the class action settlement. The Parties maintained the arm’s length, non-collusive
7 and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the
8 final product of these settlement negotiations. Objectively, the Settlement terms are fair, adequate and
9 represent a reasonable compromise of the claims at issue.

10 24. The Gross Settlement Amount of \$2,000,000.00 is fair and reasonable considering the
11 nature and magnitude of the claims being settled and the various potential impediments to recovery.
12 Prior to settlement, Class Counsel developed economic damage models measuring Defendant’s liability
13 exposure while accounting for the uncertainties of continued litigation. The various models were
14 informed by Class Counsel’s investigation, including the analysis of a significant sample of time and
15 payroll data. Class Counsel projected Defendant’s liability exposure for *class claims* (excluding PAGA
16 penalties), if Plaintiff was to be successful at trial, ranged between \$2,327,982.00 (“Realistic Damages”)
17 and \$8,178,866.00 (“Maximum Damages”). This range reflects the uncertainty regarding several of the
18 claims. Thus, the Gross Settlement Amount represents a recovery of between 85.91% (“Realistic
19 Damages”) and 24.45% (“Maximum Damages”) of Defendant’s class-wide exposure – well within the
20 recognized range of reasonableness. The following summarizes Defendant’s liability exposure:

21 25. Plaintiff primary claim in this Action alleges that Defendant failed to pay for all hours
22 worked. Specifically, Plaintiff alleges that she and other Class Members were required to perform pre-
23 and post-shift work off-the-clock and were not compensated for that time. Defendant vigorously denied
24 liability for this claim. Collectively, Defendant asserted, among other things, that its written policies
25 and procedures directed its employees to perform work only while on-the-clock. Defendant asserted
26 that any deviation from these written policies was individual-specific and thus created individualized
27 issues of liability unsuitable for class treatment.

1 26. Based on Defendant's alleged practices requiring employees to work off-the-clock,
2 Plaintiff assumed ten (10) minutes of unpaid compensable time per workweek by the Class Members
3 during the Class Period. Plaintiff estimated Defendant's exposure for this claim ranged between
4 approximately \$163,559.25 and \$218,079.00.

5 27. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
6 Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members,
7 and Aggrieved Employees were not able to take timely and duty-free meal periods. Further, Plaintiff
8 alleges that Defendant failed to record the actual time that Class Members worked. As a result, a
9 substantial amount of the meal periods were rounded to exactly thirty (30) minutes.

10 28. Defendant argued, among other things, that it did not engage in meal rounding and
11 provided all its employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take
12 compliant meal periods. Defendant also argued that it maintained facially compliant meal period
13 policies, including enforceable meal period waivers. Thus, Defendant argued that there was no potential
14 liability for Plaintiff's alleged meal period violations and any claimed violations required a highly
15 individualized inquiry not suitable to class treatment. Additionally, Defendant's time records revealed
16 a meal period violation rate of 5.5%. Based on these low violations rates and Defendant's defenses,
17 Plaintiff estimated the damages for this claim ranged from approximately \$37,422.00 and \$49,896.00.

18 29. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
19 Plaintiff alleged that because of their rigorous work schedules, Plaintiff, Class Members, and Aggrieved
20 Employees were not able to take timely and duty-free rest periods. Specifically, Plaintiff argued that
21 she was required to work through her rest periods in order to finish work-related tasks.

22 30. Again, Defendant denied liability and asserted that the workload is not such that it
23 prevented employees from taking a break. Defendant maintained legally compliant written policies and
24 actual practices concerning rest periods throughout the Class Period. Moreover, Plaintiff recognizes
25 the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely,
26 almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability
27 stages. Certification likely would have required depositions of Class Members and Defendant's
28 witnesses, and the ability to rebut depositions and declarations submitted by Defendant. *See, e.g.,*

1 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the
2 competing testimony before the Court, plaintiff’s evidence that Defendants may have an illegal, written
3 rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United*
4 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s
5 own evidence confirms that the written policy does not generate uniform practices”). Accordingly,
6 Plaintiff applied a 25% discount to the rest break claim. Plaintiff estimated the range of potential
7 outcomes for this claim was between approximately \$37,422.00 and \$49,896.00.

8 31. Plaintiff alleges that Defendant failed to reimburse its employees for mandatory business
9 expenses. Specifically, Plaintiff alleges that she and other Class Members were required to use their
10 own personal cellular phones as a result of and in furtherance of their job duties reimbursed for the cost
11 associated with the use of their personal cellular phones. Plaintiff also alleges that she was required to
12 incur costs for the purchase and maintenance of her work uniform.

13 32. Defendant denies these claims, and also notes that the Class is comprised of all non-
14 exempt employees, and even if these claims were true, they would affect only a small subset of that
15 Class. Considering these defenses, Plaintiff applied an 85% discount to this claim. Plaintiff estimated
16 Defendant’s exposure for this claim ranged from approximately \$91,923.75 to approximately
17 \$367,695.00.

18 33. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of
19 Labor Code section 203. Defendant contends that Plaintiff could not prove the “willful” prong needed
20 to obtain waiting time penalties under Labor Code section 203. As this claim is legally precarious,
21 Plaintiff applied a 90% discount. Plaintiff estimated Defendant’s exposure for these claims to be
22 approximately \$557,280.00 to approximately \$5,572,80.00.

23 34. "Under PAGA, a plaintiff may bring a representative action as an aggrieved employee on
24 behalf of herself and other current or former employees and may seek civil penalties for Labor Code
25 violations." *Wilner v. Manpower, Inc.*, 35 F.Supp.3d 1116 (N.D. Cal. 2014). Thus, Plaintiff sought
26 penalties for unpaid wages (including unpaid overtime), non-compliant or no meal periods,
27 noncompliant or no rest periods, and unreimbursed business expenses. The PAGA Period is the period
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between May 23, 2020 through March 12, 2024, and there are approximately 1,330 Aggrieved Employees who worked a total of 23,317 pay periods:

Labor Code Section(s)	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
351, 510, 558, 1194 and 1197 (unpaid wages)	1,330	\$100	23,317	100% of total pay periods	\$2,331,700
512 and 226.7 (meal period violations)	1,330	\$50	23,317	50% of total pay periods	\$1,165,850
512 and 226.7 (rest period violations)	1,330	\$50	23,317	50% of total pay periods	\$1,165,850
2802 (unreimbursed business expenses)	1,330	\$100	23,317	100% of total pay periods	\$2,331,700
226 (wage statements)	1,330	\$100	23,317	100% of total pay periods	\$2,331,700
TOTAL					\$9,412,000

35. Defendant argued, however, that PAGA penalties would not be assessed if defendant prevailed on the arguments for the underlying claims, that PAGA penalties cannot be stacked for different Labor Code provisions, and that the Court would exercise its discretion to reduce the amount of PAGA penalties significantly. Ultimately, the Parties negotiated a good faith PAGA penalties allocation of \$400,000 which is 20% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$300,000.00) will be paid to the LWDA ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the PAGA Penalties (\$100,000.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA Penalties approved by courts and should be approved.

B. Litigation Risks

36. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded

1 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
2 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
3 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
4 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
5 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
6 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
7 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
8 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
9 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
10 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
11 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
12 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
13 certification of driver meal and rest period claims based on the predominance of individual issues).
14 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
15 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
16 settlement.

17 37. Finally, continuing to litigate this action would require continued and extensive resources
18 coupled with significant Court time to proceed through trial and post-trial motions; which can often
19 take years. Furthermore, wage-and-hour litigation is complex and expensive, as it often necessitates
20 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
21 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
22 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
23 the risk of an appeal and subsequent reversal is real.

24 38. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$2,000,000.00
25 that is roughly between approximately 24.45% and 85.91% of Defendant’s *class-wide* liability exposure
26 for damages and statutory penalties, and between 11.37% and 80.44% of Defendant’s maximum class
27 wide liability exposure for damages and penalties, including PAGA Penalties. Given the amount of the
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1 settlement here, as compared to potential value of the claims, offset by the various inherent risks to
2 continued litigation, the settlement is fair and reasonable.

3 **B. Proposed Notice Informs the Class About the Case and Settlement**

4 39. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
5 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
6 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
7 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
8 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
9 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
10 and scope of the Released Claims. Agreement at § 7.4. The Parties negotiated this method to ensure
11 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
12 administration of the Settlement.

13 40. Accordingly, both the method of disseminating the Class Notice and content of the Class
14 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
15 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
16 compromise and of the options open to dissenting class members.")

17 **C. The Court Should Preliminarily Approve the Enhancement Award**

18 41. The Settlement provides for a Class Representative Service Award of \$20,000 for
19 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
20 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
21 Counsel on the status of her case and the strategies for prosecuting the claims, reviewing the proposed
22 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class, and for
23 providing a general release of claims to Defendant in exchange for the Service Award.

24 42. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
25 Representative Service Award once preliminary approval of the Settlement is granted. Such motion
26 will be accompanied by a declaration from Plaintiff that describes the services she performed to
27 prosecute this action, includes an estimate of time incurred by Plaintiff in performing these services,
28 the risks she assumed or benefits she received in prosecuting this action, and identify any adverse

1 consequences she suffered in prosecuting this action. Plaintiff has **not** negotiated any settlement of
2 individual claims with Defendant separate from the settlement at bar.

3 43. Plaintiff respectfully submits that the above showing is sufficient for preliminary
4 approval of the negotiated Class Representative Service Award.

5 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

6 44. Class Counsel took this matter on a contingency fee basis and invested significant time
7 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
8 Individual Class Payment illustrates the demonstrably positive outcome for the Settlement Class
9 Members. Considering the positive outcome for the Settlement Class Members, and in light of the
10 supporting authority, the proposed Class Counsel Fees and Litigation Expenses Payment is fair and
11 reasonable.

12 45. Plaintiff will file a formal motion for the negotiated Class Counsel Fees and Litigation
13 Expenses Payment once preliminary approval of the Settlement is granted. Such motion will be
14 accompanied by a declaration that provides evidence of the total amount of time spent by Class Counsel,
15 a description of the work performed, and the reasonableness of the fees charged. Such declaration will
16 also include a detailed description of the costs actually incurred. This declaration will include details
17 related to fee splitting between Class Counsel, and Plaintiff's written notice of such. Plaintiff
18 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
19 attorneys' fees.

20 **E. The Court Should Provisionally Certify the Settlement Class**

21 46. For Settlement purposes, Plaintiff contends, and Defendant does not dispute, that
22 provisional certification of the Class is appropriate.

23 47. Because all Class Members are Defendant's current and former employees, the class is
24 readily ascertainable from Defendant's regular business records, i.e., payroll records.

25 48. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
26 entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's
27 liability can be determined by facts common to all members of the class. The wage and hour issues are
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1 both numerous and substantial, and a class action is the most advantageous method of dealing with the
2 claims of the Settlement Class.

3 49. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
4 they arise from the same factual basis and are based on the same legal theories applicable to the other
5 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
6 Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which
7 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
8 her ability to advocate for the interests of the Class Member by initiating this litigation, undertaking
9 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

10 50. A class action is superior to a multitude of individual lawsuits. Given the size and amount
11 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
12 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
13 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
14 adjudication.

15 **F. Class Counsel's Experience**

16 51. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
17 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
18 certified, and gained state court settlement approval of the same class-wide causes of action that are at
19 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
20 qualified to represent the interests of this Class.

21 52. Since October 2008, *Lawyers for Justice, PC* has almost exclusively focused on the
22 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
23 discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of
24 record in over a dozen employment-related putative class actions in both state and federal courts in the
25 State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour
26 class and Private Attorneys General Act ("PAGA") representative actions. *Lawyers for Justice, PC* has
27 successfully litigated cases involving the executive, administrative, and other overtime exemptions to
28 the State of California and federal overtime compensation requirements. During a relatively short time,

1 in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf
2 of thousands of individuals in California. Below is a summary of the experience and qualifications of
3 the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the
4 representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional
5 attorney and non-attorney staff have also worked on the above-captioned matter.

6 53. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC.
7 He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris
8 Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal
9 training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of
10 its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono
11 mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation
12 Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal
13 Writing at Harvard University. From approximately September 2002 to approximately December 2002,
14 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of
15 Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served
16 as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
17 Appellate District. In December of 2004, he obtained a license to practice law from the California State
18 Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost
19 exclusively focused on the prosecution of consumer and employment class actions, involving wage-
20 and-hour claims, race discrimination, unfair business practices, or consumer fraud. Together with other
21 attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated
22 cases involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has
24 successfully obtained class certification by contested motion practice in approximately fifteen (15)
25 cases in the last decade, and litigated over 1,000 class action or representative action cases.

26 54. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
27 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
28 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From

1 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
2 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
3 approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the
4 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was
5 admitted to practice law in California in 2010. He is admitted to practice before all courts of the State
6 of California and all United States District Courts in the State of California. He has worked on many
7 wage-and-hour class action and representative action cases, taking the lead in taking and defending
8 depositions, arguing motions, and attending mediations. He has played an integral role in preparing
9 matters for class certification, including and not limited to, successful certification of a class in *Upson*
10 *v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus*
11 *Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
12 *Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one
13 hundred (100) class action or representative action cases which have resulted in settlement, including
14 and not limited to those listed below in Paragraph 57.

15 55. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor
16 of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from
17 the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law
18 Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013)
19 and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for
20 the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of
21 depositions and successfully handled motion practice in class action cases regarding discovery
22 (including and not limited to, regarding class contact information), class certification (both contested
23 class certification and stipulated class certification), arbitration agreements, coordination, intervention.
24 She has successfully handled briefing and oral argument on appeal and obtained notable decisions
25 regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA
26 claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439
27 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*
28 *Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative

1 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled
2 the class certification and court approval process for hundreds of class action and/or representative
3 action matters that have successfully resolved. She is a member of the California Employment Lawyers
4 Association.

5 56. I, Vartan Madoyan, am a Member of Lawyers *for* Justice, PC. I received my Bachelor of
6 Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor
7 degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I
8 am admitted to practice before all courts in the State of California and all U.S. District Courts in
9 California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court,
10 Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A.
11 Feess of the United States District Court, Central District of California, from January 2010 to May
12 2010. From 2011 through and including the present, I have practiced almost exclusively on complex
13 wage and hour class action and PAGA action matters in California. From October 2011 to June 2013,
14 I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest
15 employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I
16 was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From
17 March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los
18 Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I
19 have taken and defended dozens of depositions and successfully handled motion practice in class action
20 and PAGA cases regarding discovery (including and not limited to motions regarding class contact
21 information), class certification (both contested class certification and stipulated class certification),
22 dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled
23 a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada*
24 *v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also
25 successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of*
26 *Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March
27 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions
28 and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

1 What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has
2 achieved on behalf of its clients:

3 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
4 and-hour class action against a major property management company involving allegations of
5 misclassification of various “manager” positions. On September 20, 2010, the court granted final
6 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
7 BC400414.

8 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
9 and-hour class action against a national retailer of household items involving allegations of
10 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted
11 final approval of the class action settlement. The Los Angeles County Superior Court Case Number is
12 BC413498.

13 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
14 and-hour class action against a national property management company involving allegations of
15 misclassification of the “Property Manager” position. On May 23, 2012, the court granted final
16 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
17 BC430918.

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

23 e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
24 and-hour class and PAGA representative action against a bank, involving allegations of
25 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted
26 final approval of the class and PAGA representative action settlement. The Kern County Superior Court
27 Case Number is S-1500-CV-273194-LHB.
28

1 f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
2 and-hour class and PAGA representative action against a national wholesale distributor of plumbing
3 and builder supplies, involving allegations of misclassification of multiple salaried “manager”
4 positions. On May 22, 2014, the court granted final approval of the class and PAGA representative
5 action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

6 g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
7 and-hour class action against a multinational corporation that provides global workplace solutions,
8 involving allegations of misclassification of the “Operations Manager” position. On September 16,
9 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior
10 Court Case Number is BC478769.

11 h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
12 and-hour class and PAGA representative action against a national retailer of household items, on behalf
13 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the
14 class and PAGA representative action settlement. The San Francisco County Superior Court Case
15 Number is CGC-13-532344.

16 i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
17 and-hour class and PAGA representative action involving allegations of misclassification of the salaried
18 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion
19 for class certification. On October 20, 2017, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

21 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
22 and-hour class and PAGA representative action against a national retailer of upscale hardware and home
23 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval
24 of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is
26 4794.

27 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
28 and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-

1 exempt employees. On August 5, 2016, the court granted final approval of the class action settlement.
2 The Los Angeles County Superior Court Case Number is BC488069.

3 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
4 and-hour class action against a national retailer of apparel, accessories, and home products, involving
5 allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court
6 granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the
7 court granted final approval of the class action settlement. The Alameda County Superior Court Case
8 Number is RG13680477.

9 m) LFJ represented the plaintiff in a PAGA representative action against a real estate
10 and property management company, on behalf of non-exempt employees. On November 4, 2016, the
11 court granted approval of the PAGA representative action settlement. The Orange County Superior
12 Court Case Number is 30-2015-00775439-CU-OE-CXC.

13 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
14 and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt
15 employees. On November 18, 2016, the court granted final approval of the class and PAGA
16 representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-
17 004839 and the Judicial Council Coordination Proceeding Number is 4839.

18 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative
19 action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the
20 court granted final approval of the class and PAGA representative action settlement. The San
21 Bernardino County Superior Court Case Number is CIVDS1507260.

22 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action,
23 successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer’s
24 motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal
25 in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7,
26 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court Docket No. 17-254). The
27 Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial
28 Council Coordination Proceeding Number is 5046.

1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
2 and-hour class and PAGA representative action against a consumer packaging company, on behalf of
3 non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

5 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
6 and-hour class and PAGA representative action against a manufacturer of food service industry supplies
7 on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class
8 and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-
9 2015-00810013-CU-OE-CXC.

10 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
11 and-hour class and PAGA representative action against a lumber and hardware company on behalf of
12 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
14 00747750-CU-OE-CXC.

15 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative
16 action against a property management company, on behalf of non-exempt employees. On June 14, 2017,
17 the court granted final approval of the class and PAGA representative action settlement. The Los
18 Angeles County Superior Court Case Number is BC586234.

19 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative
20 action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted
21 final approval of the class and PAGA representative action settlement. The Sacramento County Superior
22 Court Case Number is 34-2015-00175871.

23 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative
24 action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court
25 granted final approval of the class and PAGA representative action settlement. The Alameda County
26 Superior Court Case Number is RG15764300.

27 w) LFJ represented the plaintiff in a PAGA representative action, against the parent
28 company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18,

1 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles
2 County Superior Court Case Number is BC569664.

3 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative
4 action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31,
5 2017, the court granted final approval of the class and PAGA representative action settlement. The Los
6 Angeles County Superior Court Case Number is BC577233.

7 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
8 and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On
9 December 11, 2017, the court granted final approval of the class and PAGA representative action
10 settlement. The Los Angeles County Superior Court Case Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
12 and-hour class and PAGA representative action against a property management company on behalf of
13 hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the
14 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
15 Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

16 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
17 and-hour class and PAGA representative action against a global provider of flexible office space
18 solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative
19 action settlement. The Los Angeles County Superior Court Case Number is BC498401.

20 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-
21 hour class action against a container manufacturer, on behalf of non-exempt employees. On October
22 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior
23 Court Case Number is VCU264528.

24 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative
25 action against a behavioral health service provider on behalf of non-exempt employees. On November
26 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The
27 Alameda County Superior Court Case Number is RG16811450.
28

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA
2 representative action against a global provider of products and services to the energy industry, on behalf
3 of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the
4 PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-
5 280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-
7 hour class action against a parking company on behalf of non-exempt employees. On September 3,
8 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa
9 Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination
10 Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-
12 and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On
13 September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified
14 a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
15 Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
17 and-hour class and PAGA representative action against a national retailer of apparel and fashion
18 accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs'
19 motion for class certification in part and certified a class. On May 14, 2021, the court granted final
20 approval of the class and PAGA representative action settlement. The Sacramento County Superior
21 Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-
23 hour class and PAGA representative action against a medical equipment supplier on behalf of non-
24 exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification
25 and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

26 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
27 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and
28 argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable

1 decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v.*
2 *Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA
3 representative action settlement. The San Diego County Superior Court Case Number is 34-2015-
4 00175330.

5 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-
6 and-hour class and PAGA representative action against a large national drug testing laboratory on behalf
7 of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class
8 certification and certified a class. On October 28, 2022, the court granted final approval of the class
9 and PAGA representative action settlement. The San Diego County Superior Court Case Number is
10 37-2018-00019611-CU-OE-CTL.

11 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-
12 and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and
13 camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part
14 the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court
15 Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding
16 Number is 4930.

17 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-
18 and-hour class action against manufacturer and supplier of power products and services on behalf of
19 non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class
20 certification and certified a class. On August 27, 2021, the court granted final approval of the class
21 action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-
22 CTL.

23 mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional
24 products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the
25 court granted the plaintiff's motion for class certification in part and certified a class. The Solano County
26 Superior Court Case Number is FCS051001.

27 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
28 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the

1 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13,
2 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los
3 Angeles County Superior Court Case Number is BC707670

4 57. I am not aware of any class, representative, or other collective action in any other court
5 in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a
6 class or group of individuals some or all of whom would also be members of the class defined in this
7 action. I made reasonable inquiry of other members of my law firm and associated law firms to
8 determine whether those attorneys are aware of any such similar actions, which they are not.

9 I declare under the penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 27th day of August 2024, at Los Angeles, California.

11
12 **LAWYERS FOR JUSTICE, PC**

13 By: 
14 Vartan Madoyan
15 Attorneys for Plaintiff
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EXHIBIT 1

ANA RAYOS v. RESTAURANT LEADERSHIP GROUP, LLC.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ana Rayos (“Plaintiff”), individually and on behalf of all putative class members, putative aggrieved employees, and the State of California, on the one hand, and Defendant Restaurant Leadership Group, LLC (“RLG”) on the other hand. The Settlement Agreement refers to Plaintiff and RLG collectively as “Parties,” or individually as “Party.” This Settlement Agreement is subject to the terms and conditions set forth below and the Court’s approval. This Settlement Agreement completely resolves the Released Class Claims (as defined herein) and Released PAGA Claims (as defined herein) against the Released Parties (as defined herein).

1. DEFINITIONS.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be applicable.

- 1.1 “Action” means, together, the consolidated matters pending in Superior Court of the State of California, County of Riverside entitled *Ana Rayos v. Restaurant Leadership Group, LLC*, Case No. CVRI2000689, and *Ana Rayos v. Restaurant Leadership Group, LLC*, Case No. CVRI2103478.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral third party the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. Apex Class Action LLC has submitted “not to exceed” bid of \$21,000.00.
- 1.4 “Aggrieved Employee” means a person employed by RLG in California and classified as a non-exempt employee during the PAGA Period.
- 1.5 “Class” means all persons employed by RLG in California and classified as a non-exempt employee during the Class Period.
- 1.6 “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh of Lawyers for Justice, PC, Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC. .
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount and expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment shall be allocated as follows: 85% to Lawyers for Justice, PC, 7.5% to JCL Law Firm, APC and 7.5% to Zakay Law Group, APLC).

- 1.8 “Class Data” means Class Member identifying information in RLG’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks worked in the Class Period and Pay Periods worked in the PAGA Period (as applicable).
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means December 28, 2016, through March 12, 2024.
- 1.13 “Class Representative” means the named Plaintiff in the Action, Ana Rayos, subject to Court approval.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, subject to Court approval.
- 1.15 “Court” means the Superior Court of California, County of Riverside.
- 1.16 “Defense Counsel” means Michael J. O’Connor, Jr. and Geoffrey D. La Val from Atkinson, Andelson, Loya, Ruud & Romo.
- 1.17 “Defendant” or “RLG” means Defendant Restaurant Group, LLC.
- 1.18 “Effective Date” means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and the entered Judgment is served on Defense Counsel; and (b) the Judgment is final.

The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19 “Gross Settlement Amount” means Two Million Dollars and Zero Cents (\$2,000,000.00) which is the total amount RLG agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator’s Expenses. The Gross Settlement Amount is *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.
- 1.20 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.21 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties (i.e., \$100,000.00 out of the \$400,000.00 total PAGA Penalties) calculated according to the number of Workweeks worked during the PAGA Period.
- 1.22 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.23 “LWDA” means the California Labor and Workforce Development Agency.
- 1.24 “LWDA PAGA Payment” means the 75% of the PAGA Penalties (i.e., \$300,000.00 out of the total \$400,000.00 PAGA Penalties) paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.26 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for RLG for at least one day during the PAGA Period.
- 1.28 “PAGA Period” means the period from May 23, 2020 through March 12, 2024.
- 1.29 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.30 “PAGA Notice” means Plaintiff’s May 21, 2021 letter to RLG and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), of alleged Labor Code violations.
- 1.31 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which is Four Hundred Thousand Dollars and Zero

Cents (\$400,000.00), which is allocated 25% to the Aggrieved Employees (i.e. \$100,000) and the 75% to LWDA (i.e. \$300,000) in settlement of the PAGA claims in the Action.

- 1.32 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.33 “Released Class Claims” means any and all claims, damages, or causes of action that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the operative complaint in the Action, including, but not limited to, claims for unpaid minimum and overtime wages (including, *inter alia*, in connection with off-the-clock work), claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to reimburse for business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under, or through which Plaintiff may seek recovery, including California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802 and the applicable Wage Order(s) of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the operative complaint(s) in the Action.
- 1.34 “Released PAGA Claims” means all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee’s individual claims for wages or damages.
- 1.35 “Released Parties” means: Defendant, its officers, directors, managers, members, employees, franchisors, and agents.
- 1.36 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.37 “Response Deadline” means forty-five(45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

- 1.38 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.39 “Workweek” means any calendar week during which a Class Member worked for RLG for at least one day during the Class Period.

2. **RECITALS.**

- 2.1 On December 28, 2020, Plaintiff commenced the Action by filing a Complaint for damages in Riverside County Superior Court, Case No. CVRI2000689, in which alleged causes of action against RLG for: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and associated premiums; (3) failure to provide compliant rest periods and associated premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse business expenses; and (10) violation of the California Business and Professions Code § 17200, *et seq.*
- 2.2 On July 27, 2021, Plaintiff filed a separate Complaint in Riverside County Superior Court, Case No. CVRI2103478 for enforcement under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*
- 2.3 On January 20, 2022, Case No. CVRI2000689 and Case No. CVRI2103478 were consolidated.
- 2.4 RLG denies the allegations in Plaintiff’s Complaints and denies any and all liability for the causes of action alleged therein.
- 2.5 On December 4, 2023, the Parties participated in a full-day mediation before Paul Grossman, which ultimately led to this Agreement to settle the Action.
- 2.6 Prior to mediation and negotiating this Settlement, Class Counsel obtained, through informal discovery, extensive documents and information, including a representative sampling of putative class members time and corresponding pay records, which Class Counsel used to thoroughly assess the viability and support for the claims alleged in the Action. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).
- 2.7 The Court has not granted class certification in the Action.
- 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. RLG agrees to pay a maximum amount of Two Million Dollars and Zero Cents (\$2,000,000.00) in settlement of the Action. RLG will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. RLG has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to RLG.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Plaintiff and Class Representative of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative may be entitled to receive as a Participating Class Member). RLG will not oppose Plaintiff's request for the Class Representative Service Payment as long as it does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment to Plaintiff less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any and all taxes owed on the Class Representative Service Payment she receives.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). RLG will not oppose requests for these payments provided Class Counsel does not request more than these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel

assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds RLG harmless, and indemnifies RLG, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Twenty-One Thousand Dollars and Zero Cents (\$21,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment of less, than this amount, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and non-wage damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to be paid from the Gross Settlement Amount, with 75% (i.e. \$300,000) allocated to the LWDA PAGA Payment and 25% (i.e. \$100,000) allocated to the Individual PAGA Payments.
 - 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e. \$100,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each

Aggrieved Employee's PAGA Period Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, RLG will deliver the Class Data to the Administrator, on a confidential basis. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. RLG has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which RLG must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2 Funding of Gross Settlement Amount. RLG shall fund the Settlement in three installments, as follows:
- 4.2.1 RLG shall transmit one-third (1/3) of the Gross Settlement Amount (i.e. \$666,666.66) to the Administrator no later than thirty (30) calendar days after the Effective Date;
- 4.2.2 RLG shall transmit one-third (1/3) of the Gross Settlement Amount (i.e. \$666,666.66) no later than March 31, 2025; and
- 4.2.3 RLG shall transmit the final one-third (1/3) of the Gross Settlement Amount (i.e. \$666,666.68) plus the amounts necessary to fully pay RLG's share of employer payroll taxes no later than March 31, 2026.
- 4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after RLG funds the Gross Settlement Amount in an amount sufficient to cover the Individual Class Payments, Individual PAGA Payment, and the Class Representative Service Award, the Settlement Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, and the Class Representative Service Payment. Thereafter, within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount in full, the Settlement Administrator will mail checks for the LWDA Payment, the Settlement Administration Costs, and the Class Counsel Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the

Administration Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct an address search/skip trace for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate RLG to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiff's Release. Plaintiff and each of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time (except as specified below), including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under Section 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that she may hereafter discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims, as defined in Section 1.32. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Plaintiff and the State of California: Plaintiff and the State of California are deemed to release the Released Parties from the Released PAGA Claims, as defined in Section 1.33. Such release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside of the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's Class Action Case Management Order #1 issued on March 5, 2021, and any other information required by the Court. Plaintiff shall provide a draft of the Motion for

Preliminary Approval to Defendant's counsel at least three (3) business days prior to filing the paperwork with the Court to give Defendant an opportunity to propose changes or additions to the Motion.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice.
- 6.2 Defendant's Responsibilities. Within thirty (30) days of the full execution of this Agreement, Defense Counsel shall provide a declaration regarding personal knowledge concerning the likely age, education, and experience of the Class Members, and of their ability to read and comprehend English.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel agree to expeditiously finalize and file Plaintiff's Motion for Preliminary Approval; obtain a prompt hearing date for the Motion for Preliminary Approval; and appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for receipt of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to the appropriate state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, total Workweeks, and total Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. The Administrator will also send a Request for Exclusion for attached hereto as Exhibit B, and an Objection Form attached hereto as Exhibit C. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, RLG, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight

delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Sections 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Any funds allocated to Class Members who opt out will remain in the Net Settlement Amount, for re-allocation and distribution to the Participating Class Members on a pro rata basis based on Workweeks worked.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator and providing the required information via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives Service Payments, and all orders and judgment thereon. The Administrator will also maintain and monitor an email

address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the full names of any Class Members who requested exclusion from the settlement, the number of written objections, and attach the Exclusion List, if any. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final

report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Defendant has represented that the Pay Periods between December 28, 2016 and October 31, 2023 are approximately 54,594. If the actual number of Pay Periods during this timeframe exceeds the above number by more than 10%, the Gross Settlement Amount will be increased pro rata by the actual percentage if any in excess of 10%.
9. **PLAINTIFF'S RIGHT TO WITHDRAW.** At the time of mediation, Defendant made representations regarding the percentages for potential late meal periods. These representations are outlined in the Parties' confidential Mediator's Proposal issued by mediator Paul Grossman on or around December 4, 2023. Within thirty (30) days of the execution of this Agreement, Defendant shall provide Class Counsel with a declaration under penalty of perjury, for attorneys' eyes only, confirming and averring the potential late meal period percentages for the same time periods that are referenced in the parties' confidential Mediator's Proposal. Plaintiff has the option to terminate the settlement if it is determined that the late meal rate percentages are 5% higher than the figures represented by Defendant at the time of mediation and referenced in the Parties' confidential Mediator's Proposal.
11. **RLG'S RIGHT TO WITHDRAW.** If the number of valid Opt Outs/Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, RLG may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if RLG withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, RLG will remain responsible for paying all Settlement Administration Expenses incurred to that point. RLG must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
12. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 12.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive

documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section.
 - 12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
 - 12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged.
13. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

14. ADDITIONAL PROVISIONS.

14.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by RLG that any of the allegations in the Action have merit or that RLG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that RLG's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, RLG reserves the right to contest certification of any class for any reasons, and RLG reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest RLG's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14.2 Confidentiality, Prior to Preliminary Approval. Plaintiff, Class Counsel, RLG and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they, and each of them, will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and her counsel further agree not to disseminate, publish, post, market, or advertise the terms of the Parties' Settlement post-approval. The Parties intend to buy their peace from each other, and from this litigation.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, RLG and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 14.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and RLG, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 14.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 14.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 14.8 No Tax Advice. Neither Plaintiff, Class Counsel, RLG nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11 Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 14.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by RLG in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from RLG unless, prior to the Court's discharge of the Administrator's obligation, RLG makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 14.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 14.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 14.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

LAWYERS for JUSTICE, PC
Edwin Aiwarzian
410 West Arden Avenue, Suite 203
Glendale, California 91203

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095

F: 858-404-9203
shani@zakaylaw.com

To RLG:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Michael O'Connor, Jr.
4225 Executive Square, 7th Floor
La Jolla, California 92037

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

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

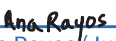
Dated: 07/21/2024

RESTAURANT LEADERSHIP GROUP, LLC

By: 
Title: Managing Member

Dated: 07/09/2024

ANA RAYOS


Ana Rayos (Jul 9, 2024 12:50 PDT)
Ana Rayos

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: July 16, 2024

LAWYERS FOR JUSTICE, PC



Vartan Madoyan
Attorneys for Plaintiff Rayos

Dated: July 9, 2024

JCL LAW FIRM, APC



Jean-Claude Lapuyade
Attorneys for Plaintiff Rayos

Dated: July 9, 2024

ZAKAY LAW GROUP, APLC



Shani Zakay
Attorneys for Plaintiff Rayos

Dated: 07/23/2024

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Michael J. O'Connor, Jr.
Attorneys for Defendant Restaurant Leadership
Group, LLC.

EXHIBIT A

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

Ana Rayos v. Restaurant Leadership Group, LLC.

Riverside County Superior Court Case Nos. CVRI2000689 & CVRI2103478

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

You may be eligible to receive money from an employee class action lawsuit ("Action") filed against Restaurant Leadership Group, LLC ("RLG" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former RLG employee, Ana Rayos ("Plaintiff") and seeks payment of (1) back wages and other relief for the Class, *i.e.* all non-exempt, employees who worked for defendant RLG during the period of December 28, 2016 to through March 12, 2024 ("Class Period"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for RLG during the PAGA Period (May 23, 2020 to through March 12, 2024 ("Aggrieved Employees")).

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

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

The above estimates are based on RLG's records, which show that you worked [amount] workweeks during the Class Period and you worked [amount] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. For more information on how to submit a challenge, please refer to Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires RLG to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against RLG.

If you worked for RLG during the Class Period and/or the PAGA Period and are a Class Member or Aggrieved Employee, you have two basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DEADLINE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. For more information on how to submit an objection, please refer to Section 7 of this Notice.
You Can Participate in the [HEARING DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [HEARING DATE] at __: __.m. in Department __ of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501 an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. For more information, please refer to Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to RLG’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [RESPONSE DEADLINE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former RLG employee. The Action accuses RLG of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698-2699.8.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Edwin Aiwarzian of Lawyers For Justice, PC, JCL Law Firm, APC, and Zakay Law Group, APLC (“Class Counsel.”) RLG strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether RLG or Plaintiff are correct on the merits.

In the meantime, Plaintiff and RLG hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive, time-consuming, and uncertain process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and RLG have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, RLG does not admit any violations or concede the merit of any claims.

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

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

- 3.1 RLG Will Pay the total amount of \$2,000,000 as the Gross Settlement Amount (Gross Settlement). RLG has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, RLG will fund the Gross Settlement in three installment payments after the Judgment entered by the Court becomes final, the last of which will be paid no later than March 31, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 3.2 Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - 3.2.1 Up to \$700,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - 3.2.2 Up to \$20,000 to Plaintiff as a Class Representative Service Award for having filed the Action, worked with Class Counsel and her efforts representing the Class, and in exchange for her general release and waiver of claims. The Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment, as applicable.

3.2.3 Up to \$21,000.00 to the Administrator for services administering the Settlement.

3.2.4 Up to \$400,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3.3 Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement to Class Members based on their Class Period Workweeks.

3.4 Taxes Owed on Payments to Class Members. Plaintiff and RLG are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-wage statutory damages and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. RLG will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

3.5 Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

3.6 Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [RESPONSE DEADLINE] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [RESPONSE DEADLINE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, current

address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against RLG.

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

- 3.7 The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and RLG have agreed that, in either case, the Settlement will be void, RLG will not pay any money, and Class Members will not release any claims against RLG.
- 3.8 Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- 3.9 Participating Class Members’ Release. After the Judgment is final and RLG has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against RLG or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will release RLG and each of its former and present directors, officers, shareholders, owners, operators, managing agents, attorneys, insurers, predecessors, successors, assigns, franchisors, and affiliates (“Released Parties”) from the following claims:

[A]ny and all claims, damages, or causes of action that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the operative complaint in the Action, including, but not limited to, claims for unpaid minimum and overtime wages (including, *among other things*, in connection with off-the-clock work), claims

related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to reimburse for business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200. based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under, or through which Plaintiff may seek recovery, including California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802 and the applicable Wage Order(s) of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, California Code of Civil Procedure section 1021.5, and claims for attorney's fees relating in any way to those claims alleged and mentioned in the operative complaint(s) in the Action.

- 3.10 Aggrieved Employees' PAGA Release. After the Court's judgment is final, and RLG has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against RLG, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against RLG or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' release the Released Parties from the following PAGA claims:

all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee's individual claims for wages or damages.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 4.1 Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

- 4.2 Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- 4.3 Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in RLG's records, are stated in the first page of this Notice. You have until **RESPONSE DEADLINE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept RLG's calculation of Workweeks and/or Pay Periods based on RLG's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and RLG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Ana Rayos v. Restaurant Leadership Group, LLC* (Riverside Superior Court Case No. CVRI2000689), and include your identifying information (full name,

address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [RESPONSE DEADLINE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and RLG are asking the Court to approve. At least 16 court days before the [HEARING DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting for her Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Admin URL] or the Court's website [Court URL]. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object. The deadline for sending written objections to the Administrator is [RESPONSE DEADLINE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ana Rayos v. Restaurant Leadership Group, LLC* (Riverside Superior Court Case No. CVRI2000689) and include your name, current address, telephone number, and approximate dates of employment for RLG and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [HEARING DATE] at [HEARING TIME] in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Riverside Superior Court's website. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything RLG and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go Apex Class Action LLC's website at [Admin URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. CVRI2000689. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside County Superior Court.

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

Class Counsel:

LAWYERS for JUSTICE, PC

Edwin Aiwarzian

410 West Arden Avenue, Suite 203

Glendale, California 9120

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: 619-599-8292

jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: 619-892-7095

F: 858-404-9203

shani@zakaylaw.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

Superior Court of California, County of Riverside
Ana Rayos v. Restaurant Leadership Group, LLC
Riverside County Superior Court Case No. CVRI2000689

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **** INSERT DATE ****. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Settlement

I. PERSONAL INFORMATION

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Ana Rayos v. Restaurant Leadership Group, LLC*, Case No. CVRI2000689, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the PAGA Settlement.

Any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before ****INSERT DATE**** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, California 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC,
18 Technology Drive, Suite 164
Irvine, California 92618

Must Be Postmarked
No Later Than
XXX, 2024

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Ana Rayos v. Restaurant Leadership Group, LLC, Riverside County Superior Court Case No.
CVRI2000689

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2024. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

EXHIBIT 3



Quotation Request:

Jennifer Heming
JCL Law Firm, A.P.C.
jheming@jcl-lawfirm.com
888.498.6999

Case Name:

Date:
RFP Number:

Rayos vs. Restaurant Leadership Group, LLC

Friday, March 29, 2024
69990049

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	2,343
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	4	\$500.00
Data Analyst	Per Hour	\$150.00	4	\$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,100.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	2,343	\$2,928.75
USPS First Class Postage	Per Piece	\$0.63	2,343	\$1,476.09
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$1.75	469	\$820.05
Receive and Process Undeliverable Mail	Per Hour	\$75.00	3	\$225.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	5	\$375.00
NCOA Address Update (USPS)	Static Rate	\$500.00	1	\$500.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$7,644.89

Project Management				
Project Management	Per Hour	\$150.00	4	\$600.00
Project Coordinator	Per Hour	\$90.00	3	\$270.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$1,150.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$530.24	1	\$530.24
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$530.24

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	5	\$600.00
Account Management and Reconciliation	Per Hour	\$140.00	5	\$700.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	2,343	\$2,928.75
USPS First Class Postage	Per Piece	\$0.63	2,343	\$1,476.09
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.75	234	\$410.03
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	14	\$1,400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$9,264.87

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	4	\$540.00
Project Management Reconciliation	Per Hour	\$100.00	4	\$400.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$1,300.00

				WILL NOT EXCEED: \$20,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this term may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.