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MAY, individually and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

PABLO DZUL MAY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

HWA MAY MARKET INC. D/B/A
PACIFIC SUPERMARKET, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CGC-21-594169

CLASS ACTION

[Assigned to Hon. Ethan P. Schulman, Dept.
304]

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint filed: July 29, 2021
Trial date: None set

1 IT IS HEREBY STIPULATED, by and between plaintiff Pablo Dzul May, individually
2 and on behalf of all others similarly situated, on the one hand, and defendant HWA May Market
3 Inc. d/b/a Pacific Supermarket, on the other hand, and subject to the approval of the Court, that
4 the claims alleged in the Action are hereby compromised and settled pursuant to the terms and
5 conditions set forth in this Stipulation of Class and Representative Action Settlement
6 (“Stipulation”) and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the class and representative action entitled *Dzul May v. HWA May*
11 *Market, Inc. d/b/a Pacific Supermarket*, San Francisco County Superior Court Case No. CGC-21-
12 594169.

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

15 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Clare E. Moran of
16 Matern Law Group, PC.

17 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
18 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement
19 Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
20 Action.

21 5. “Class Information” means information regarding Class Members that Defendant
22 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
23 secured manner to the Settlement Administrator. Class Information shall be transmitted in
24 electronic form and shall include each Class Member and Aggrieved Employee’s full name; last
25 known address; email address, if available; Social Security number; total number of Workweeks;
26 and total number of Pay Periods.

27 6. “Class Members” means all persons employed by Defendant as non-exempt
28 employees in California at any time during the Class Period.

1 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
2 substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator shall
3 mail to each Class Member and Aggrieved Employee in English explaining the terms of this
4 Stipulation and the Settlement.

5 8. “Class Period” means the period from July 29, 2017 to February 2, 2024.

6 9. “Class Representative Service Award” means the amount the Court authorizes to
7 be paid to Plaintiff, in addition to Plaintiff’s Individual Class Payment and Individual PAGA
8 Payment, in recognition of Plaintiff’s effort and risk in prosecuting the Action.

9 10. “Defendant” means defendant HWA May Market, Inc. d/b/a Pacific Supermarket.

10 11. “Defense Counsel” means Jeffrey G. McClure and Anne Kelson Hummel of
11 Davenport Gerstner & McClure.

12 12. “Effective Date” means the latter of: (a) if there are no objections to the
13 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections
14 to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first
15 (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is
16 sought from the Judgment, the date upon which all appellate and/or other proceedings resulting
17 from the appeal, review or writ have been finally terminated in such a manner as to permit the
18 Judgment to take effect in substantially the form described herein.

19 13. “Employer Taxes” means Defendant’s portion of payroll taxes, including but not
20 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
21 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
22 Individual Class Payments that constitutes wages. The Employer Taxes will be submitted by
23 Defendant to the Settlement Administrator in addition to the Maximum Settlement Amount.

24 14. “Final Approval Hearing” means the hearing to be conducted by the Court after
25 the filing of an appropriate motion by Plaintiff and following appropriate notice to Class
26 Members giving Class Members an opportunity to request exclusion from or object to the class
27 settlement, at which time Plaintiff shall request that the Court finally approve the Settlement,
28 enter the Judgment, and take other appropriate action.

1 15. “Individual Class Payment” means a Participating Class Member’s pro rata share
2 of the Net Settlement Amount calculated according to the number of Workweeks during the Class
3 Period.

4 16. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of
5 25% of the PAGA Payment calculated according to the number of Pay Periods during the PAGA
6 Period.

7 17. “Judgment” means the judgment to be entered by the Court upon granting final
8 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
9 Members, and Aggrieved Employees.

10 18. “LWDA” means the California Labor and Workforce Development Agency.

11 19. “LWDA Payment” means the portion of the PAGA Payment payable to the
12 LWDA.

13 20. “Maximum Settlement Amount” means the maximum amount Defendant shall
14 have to pay in connection with this Settlement, by way of a common fund, which shall be
15 inclusive of all Individual Class Payments, Individual PAGA Payments, the Class Counsel
16 Award, the Class Representative Service Award, Settlement Administration Costs, and the
17 LWDA Payment. Subject to Court approval and the terms of this Stipulation, the Maximum
18 Settlement Amount that Defendant shall be required to pay is One Million Eight Hundred Fifty
19 Thousand Dollars (\$1,850,000.00).

20 21. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class
21 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
22 the PAGA Payment.

23 22. “Notice of Objection” means a Class Member’s written objection to the
24 Settlement.

25 23. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
26 Labor Code sections 2698, et seq.

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1 24. “PAGA Payment” means the amount payable from the Maximum Settlement
2 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)
3 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

4 25. “PAGA Period” means the period from May 25, 2020 to November 15, 2024.

5 26. “Participating Class Members” means Plaintiff and all other Class Members who
6 do not submit a valid and timely Request for Exclusion.

7 27. “Parties” means Plaintiff and Defendant.

8 28. “Pay Period” means a pay period during which an Aggrieved Employee performed
9 one or more days of work as a non-exempt employee of Defendant in California during the
10 PAGA Period, based on Defendant’s records, and which shall be used to calculate Individual
11 PAGA Payments.

12 29. “Plaintiff” means plaintiff Pablo Dzul May.

13 30. “Preliminary Approval Order” means the order to be issued by the Court
14 approving and authorizing the mailing of the Class Notice by the Settlement Administrator,
15 setting the date of the Final Approval Hearing and granting preliminary approval of the
16 Settlement set forth in this Stipulation, among other things.

17 31. “Released Parties” means Defendant and each of its former and present directors,
18 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
19 subsidiaries, and affiliates.

20 32. “Request for Exclusion” means a written request by a Class Member to opt out of,
21 or exclude oneself from, the class settlement.

22 33. “Response Deadline” means the date forty-five (45) days after the Settlement
23 Administrator mails the Class Notices to Class Members and Aggrieved Employees and the last
24 date on which Class Members may submit a Request for Exclusion, Notice of Objection, or
25 dispute regarding the number of Workweeks stated on their respective Class Notice.

26 34. “Settlement” means the final and complete disposition of the Action pursuant to
27 this Stipulation.
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35. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) translating the Class Notice into Spanish, Burmese, Cantonese, and Mandarin; (ii) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members and Aggrieved Employees; (iii) establishing a settlement website; (iv) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (v) computing the amount of and distributing Individual Class Payments, Individual PAGA Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (vi) processing and validating Requests for Exclusion and Notices of Objection; (vii) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (viii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

36. “Settlement Administrator” means Xpand Legal Consulting or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

37. “Workweek” means a week during which a Class Member performed one or more days of work as a non-exempt employee of Defendant in California during the Class Period, based on Defendant’s records, and which shall be used to calculate Individual Class Payments.

RECITALS

38. Procedural History. On July 29, 2021, Plaintiff filed this wage and hour class action lawsuit against Defendant in San Francisco County Superior Court alleging causes of action for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10)

penalties under PAGA, as a representative action. Defendant filed an answer to Plaintiff's complaint on October 28, 2021.

39. On February 7, 2022, the Parties attended a mediation with the Honorable James Lambden (Ret.), but were unable to reach a resolution.

40. On March 21, 2023, the Parties attended a second mediation with Tripper Ortman, but again were unable to reach a settlement.

41. On November 13, 2024, the Parties attended a third mediation with the Honorable Bonnie Sabraw (Ret.). Following the mediation, Judge Sabraw made a mediator's proposal, which the Parties accepted on November 15, 2024.

42. Prior to mediation, Plaintiff obtained through formal discovery the class list, the time and payroll records of the Class Members, and Defendant's wage and hour policies and procedures. Plaintiff took the depositions of Defendant's person most qualified and class members who submitted declarations in support of Defendant's opposition to the motion for class certification. Defendant took Plaintiff's deposition and the depositions of class members who submitted declarations in support of Plaintiff's motion for class certification.

43. On February 2, 2024, the Court certified Plaintiff's meal break, rest break, and derivative claim subclasses.

44. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class

Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class Members.

45. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends it has complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

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

46. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the Court's approval.

47. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims

1 resulting from treatment of such payments as non-taxable, including the treatment of such
2 payments as not subject to withholding or deduction for payroll and employment taxes.

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

25 49. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
26 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
27 and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively
28 to have this Settlement presented to the Court for preliminary approval. The Preliminary

1 Approval Order shall provide for, among other things, the Class Notice to be sent to Class
2 Members and Aggrieved Employees as specified herein. Class Counsel will prepare the Motion
3 for Preliminary Approval.

4 50. Release of Claims.

5 a. Participating Class Members' Released Claims. Upon Defendant funding
6 the Maximum Settlement Amount and Employer Taxes in full, all Participating Class Members
7 shall be deemed to have released the Released Parties of any and all claims, demands, rights,
8 liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the
9 factual allegations set forth in the operative complaint and arising at any time during the Class
10 Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit
11 rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to
12 pay all wages due to discharged and quitting employees; (6) failure to maintain required records;
13 (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for
14 necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business
15 practices..

16 b. Aggrieved Employees' Released Claims. In addition to the release set
17 forth in Paragraph 50.a. above, upon Defendant funding the Maximum Settlement Amount and
18 Employer Taxes in full, all Aggrieved Employees shall be deemed to have released the Released
19 Parties of any and all claims and/or causes of action under PAGA which are based upon the
20 factual allegations set forth in the operative complaint and arising at any time during the PAGA
21 Period ("Released PAGA Claims").

22 c. Plaintiff's Released Claims. Upon Defendant funding the Maximum
23 Settlement Amount and Employer Taxes in full, Plaintiff shall be deemed to have released any
24 and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever,
25 whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or
26 could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether
27 directly, indirectly, representatively, derivatively or in any other capacity, against the Released
28 Parties which arose at any time prior to entry of the Judgment, including but not limited to any

1 and all claims which arose out of or are in any way connected with Plaintiff's employment with
2 Defendant or Plaintiff's separation from employment with Defendant. This release specifically
3 excludes claims for unemployment insurance, disability, social security, and workers'
4 compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

5 As to the released claims only, Plaintiff expressly waives all rights and benefits under the
6 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
12 full and complete release and discharge of all of their released claims, Plaintiff expressly
13 acknowledges that this Settlement is intended to include in its effect, without limitation, all
14 released claims which Plaintiff does not know or suspect to exist in her favor at the time of
15 execution hereof, and that the Settlement contemplates the extinguishment of all such released
16 claims.

17 51. Settlement Administration.

18 a. Within twenty (20) days of entry of the Preliminary Approval Order,
19 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
20 mailing the Class Notices to Class Members.

21 i. Notice by First Class U.S. Mail. Upon receipt of the Class
22 Information, the Settlement Administrator shall perform a search based on the National Change
23 of Address Database maintained by the United States Postal Service to update and correct any
24 known or identifiable address changes. Within ten (10) days after receiving the Class Information
25 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Class
26 Notice to all Class Members and Aggrieved Employees in English via regular First Class U.S.
27 Mail. The Class Notice shall advise the Class Members and Aggrieved Employees that the Class
28 Notice is available in Spanish, Cantonese, Burmese, and Mandarin on the settlement website.

1 The Settlement Administrator shall exercise its best judgment to determine the current mailing
2 address for each Class Member and Aggrieved Employee. The address identified by the
3 Settlement Administrator as the current mailing address shall be presumed to be the most current
4 mailing address for each Class Member and Aggrieved Employee. The Parties agree that this
5 procedure for notice provides the best notice practicable to Class Members and Aggrieved
6 Employees and fully complies with due process.

7 ii. Undeliverable Class Notices. Any Class Notice returned to the
8 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
9 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
10 Settlement Administrator shall promptly attempt to determine a correct address by the use of
11 skip-tracing, or other type of automated search, using the name, address and/or Social Security
12 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
13 whose Class Notice was returned as non-deliverable, assuming another mailing address is
14 identified by the Settlement Administrator. If a Class Notice is re-mailed to a Class Member less
15 than ten (10) days prior to the Response Deadline, the Class Member shall have their Response
16 Deadline extended by ten (10) days from the date the Settlement Administrator re-mails the Class
17 Notice. If these procedures are followed, notice to Class Members shall be deemed to have been
18 fully satisfied, and if the intended recipient of the Class Notice does not receive the Class Notice,
19 the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms
20 of the Settlement and the Judgment.

21 iii. Notice by Email. Within ten (10) days after receiving the Class
22 Information from Defendant as provided herein, the Settlement Administrator shall email the
23 Class Notice in English, Spanish, Cantonese, Burmese, and Mandarin to all Class Members for
24 whom Defendant has an email address.

25 iv. Determination of Individual Class Payments and Individual PAGA
26 Payments. The Settlement Administrator shall determine the eligibility for, and the amount of,
27 each Individual Class Payment and Individual PAGA Payment under the terms of this Stipulation.
28 The Settlement Administrator's determination of the eligibility for and amount of each Individual

1 Class Payment and Individual PAGA Payment shall be binding upon the Class Member and/or
2 Aggrieved Employee, yet subject to review by Class Counsel, Defense Counsel, and the Court.
3 In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

4 v. Disputes Regarding Administration of Settlement. Any dispute not
5 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
6 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
7 confer in good faith to resolve the dispute without the necessity of involving the Court.

8 b. Settlement Website. Within ten (10) days after receiving the Class
9 Information from Defendant, the Settlement Administrator shall establish a settlement website,
10 which shall include the operative complaint, this Stipulation, the Class Notice in English,
11 Spanish, Cantonese, Burmese, and Mandarin, and information regarding the Final Approval
12 Hearing.

13 c. Exclusions. The Class Notice shall explain that Class Members who wish
14 to exclude themselves from the class settlement must submit a Request for Exclusion to the
15 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
16 contain the name, address, and telephone number of the person requesting exclusion; (2) be
17 signed by the Class Member; and (3) be postmarked by the Response Deadline and returned to
18 the Settlement Administrator at the specified address. Subject to review by Class Counsel,
19 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
20 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
21 determine whether a Class Member has timely requested exclusion from the class and Settlement.
22 Any Class Member who timely and properly requests to be excluded from the class and
23 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
24 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or
25 appeal from the entry of the Judgment. Class Members who do not submit a valid and timely
26 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
27 Settlement and the Judgment entered in this Action if the Settlement is finally approved by the
28 Court. No later than ten (10) days after the Response Deadline, the Settlement Administrator

1 shall provide counsel for the Parties a complete list of all Class Members who submitted a timely
2 and valid Request for Exclusion. In light of the binding nature of a PAGA judgment on non-party
3 employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, Aggrieved
4 Employees are not permitted to opt-out of the settlement of the PAGA claim and shall receive an
5 Individual PAGA Payment, and shall be deemed to release the Released PAGA Claims..

6 d. Objections. The Class Notice shall state that Class Members who wish to
7 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
8 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
9 Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class
10 Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline
11 and returned to the Settlement Administrator at the specified address. The Settlement
12 Administrator shall immediately upon receipt transmit to Class Counsel and Defense Counsel
13 copies of all objections and supporting papers. Plaintiff shall file the objections and all
14 supporting papers with the Court at the same time that Plaintiff files the motion for final approval.
15 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
16 the return mailing envelope on the Notice of Objection shall be the exclusive means used by the
17 Settlement Administrator to determine whether a Class Member has timely objected to the
18 Settlement. The Court, however, shall retain final authority with respect to the consideration and
19 admissibility of any Class Member objections. A Class Member may appear personally or
20 through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
21 objection directly to the Court. Class Members who do not submit a Notice of Objection or
22 appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived
23 any objections and shall be foreclosed from making any objections (whether by appeal or
24 otherwise) to the Settlement. If a Class Member objects to this Settlement, the Class Member
25 will remain a member of the class and if the Court approves this Stipulation, the Class Member
26 will be bound by the terms of the Settlement and Judgment in the same way and to the same
27 extent as a Participating Class Member who does not object. At no time shall any of the Parties,
28

1 Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
2 Members from objecting to the Settlement or filing an appeal from the Judgment.

3 e. Disputes Regarding the Number of Workweeks. If a Class Members
4 disagrees with the number of Workweeks stated on the Information Sheet, the Class Member
5 must send a letter to the Settlement Administrator by the Response Deadline stating the reasons
6 why he or she disputes the number of Workweeks and provide any supporting documentation.
7 The Settlement Administrator will evaluate the evidence submitted by the Class Member, as well
8 as any evidence submitted by Defendant, and make a decision as to the number of Workweeks
9 that should be applied and/or the Individual Class Payment to which the Class Member is entitled.
10 The Settlement Administrator's decision as to the total number of Workweeks shall be final and
11 non-appealable, yet subject to review by the Court. The Settlement Administrator shall send
12 written notice of the decision on any such dispute to the Class Member, Class Counsel, and
13 Defense Counsel within ten (10) days of receipt of the dispute.

14 f. Monitoring and Reviewing Settlement Administration. The Parties have
15 the right to monitor and review the administration of the Settlement to verify that the monies
16 allocated under the Settlement are distributed in the correct amount, as provided for in this
17 Stipulation.

18 g. Best Efforts. The Parties agree to use their best efforts to carry out the
19 terms of this Settlement.

20 52. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
21 days after the Effective Date, Defendant shall provide to the Settlement Administrator in any
22 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
23 Amount. If this Settlement is not finally approved by the Court in full, or is terminated,
24 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
25 occur, then no portion of the Maximum Settlement Amount shall be paid.

26 a. Individual Class Payments and Individual PAGA Payments. Class
27 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
28 Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant or result

1 in an unpaid residue. Individual Class Payments and Individual PAGA Payments shall be paid by
2 the Settlement Administrator from the Net Settlement Amount pursuant to the formula set forth
3 herein. Individual Class Payments and Individual PAGA Payments shall be mailed by the
4 Settlement Administrator by regular First-Class U.S. Mail to each Participating Class Member
5 and/or Aggrieved Employee's last known mailing address within ten (10) days after Defendant
6 provides the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing
7 the Individual Class Payments and Individual PAGA Payments, the Settlement Administrator
8 shall perform a search based on the National Change of Address Database maintained by the
9 United States Postal Service to update and correct any known or identifiable address changes.

10 i. Each Participating Class Member's Individual Class Payment shall
11 be calculated solely by the Settlement Administrator according to the following formula:
12 Defendant shall provide the Settlement Administrator with the Workweeks for each Participating
13 Class Member. The Settlement Administrator shall then divide the Net Settlement Amount by the
14 total number of Workweeks for all Participating Class Members resulting in a value for each
15 week worked by the Participating Class Members during the Class Period ("Workweek Value").
16 The Settlement Administrator shall then multiply the number of Workweeks for each
17 Participating Class Member by the Workweek Value. In addition, all Aggrieved Employees shall
18 receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees
19 based on their Pay Periods during the PAGA Period.

20 ii. Individual Class Payments and Individual PAGA Payments shall be
21 made by check and shall be made payable to each Participating Class Member as set forth in this
22 Stipulation.

23 iii. Individual Class Payments shall be allocated as follows: twenty
24 percent (20%) as wages subject to all applicable tax withholdings, and eighty percent (80%) as
25 non-wage penalties, interest, and reimbursement of employment-related expenses not subject to
26 payroll tax withholdings. Individual PAGA Payments shall be allocated as 100% non-wage
27 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
28 Member for the portion of each Individual Class Payment allocated as wages and subject to all

1 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
2 Participating Class Member and Aggrieved Employee for the portion of each Individual Class
3 Payment and Individual PAGA Payment allocated as non-wage penalties, interest, and
4 reimbursement of employment-related expenses not subject to payroll tax withholdings. The
5 Settlement Administrator shall calculate the amount of the Employer Taxes and shall remit and
6 report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a
7 timely manner.

8 iv. Individual Class Payment and Individual PAGA Payment checks
9 shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an
10 Individual Class Payment and/or Individual PAGA Payment check remains uncashed after one
11 hundred eighty (180) days from issuance, the Settlement Administrator shall distribute the value
12 of the uncashed check to the State Controller's Office Unclaimed Property Fund in the name of
13 the Participating Class Member and/or Aggrieved Employee. In such event, such Participating
14 Class Members and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

15 v. All monies received by Class Members under the Settlement which
16 are attributable to wages shall constitute income to such Class Members solely in the year in
17 which such monies actually are received by the Class Members. It is expressly understood and
18 agreed that the receipt of Individual Class Payments shall not entitle any Class Member to
19 additional compensation or benefits under any collective bargaining agreement or under any
20 bonus, contest or other compensation or benefit plan or agreement in place during the period
21 covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or
22 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
23 Class Payments provided for in this Stipulation are the sole payments to be made by Defendant to
24 Class Members in connection with this Settlement, with the exception of Plaintiff, and that the
25 Class Members are not entitled to any new or additional compensation or benefits as a result of
26 having received the Individual Class Payments. Furthermore, the receipt of Individual Class
27 Payments by Class Members shall not, and does not, by itself establish any general, special, or
28 joint employment relationship between and among the Class Member(s) and Defendant.

1 b. Class Representative Service Award. Subject to Court approval, Plaintiff
2 shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars
3 (\$10,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing
4 and presenting the Action and for releasing his claims. Defendant shall not oppose or object to
5 Plaintiff's request for a Class Representative Service Award in an amount not to exceed Ten
6 Thousand Dollars (\$10,000.00). The Class Representative Service Award shall be paid to
7 Plaintiff from the Maximum Settlement Amount no later than ten (10) days after Defendant
8 provide the Settlement Administrator with the Maximum Settlement Amount. The Settlement
9 Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service
10 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the
11 Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and
12 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
13 payment of the Class Representative Service Award. The Class Representative Service Award
14 shall be made in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment.
15 Any amount requested by Plaintiff for the Class Representative Service Award and not awarded
16 by the Court shall become part of the Net Settlement Amount and shall be distributed to
17 Participating Class Members as part of their Individual Class Payments.

18 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
19 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
20 Maximum Settlement Amount, which amounts to Six Hundred Sixteen Thousand Six Hundred
21 Sixty Six Dollars and Sixty Seven Cents (\$616,666.67). In addition, subject to Court approval,
22 Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's
23 prosecution of the Action in an amount not to exceed One Hundred Fifty Thousand Dollars
24 (\$150,000.00). Class Counsel shall provide the Settlement Administrator with a properly
25 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
26 Class Counsel Award approved by the Court. Defendant shall not oppose or object to Plaintiff's
27 request for an award of attorneys' fees in an amount not to exceed Six Hundred Sixteen Thousand
28 Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$616,666.67) and request for an award of

1 reasonable costs not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). In the event
2 the Court awards Class Counsel less than Six Hundred Sixteen Thousand Six Hundred Sixty Six
3 Dollars and Sixty Seven Cents (\$616,666.67) in attorneys' fees and/or less than One Hundred
4 Fifty Thousand Dollars (\$150,000.00) in costs, the difference shall become part of the Net
5 Settlement Amount and shall be distributed to Participating Class Members as part of their
6 Individual Class Payments. Class Counsel shall be paid any Court-awarded attorneys' fees and
7 costs no later than ten (10) days after Defendant provide the Settlement Administrator with the
8 Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all
9 applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS
10 Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned
11 upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

12 d. PAGA Payment. One Hundred Thousand Dollars (\$100,000.00) from the
13 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Seventy
14 Five Thousand Dollars (\$75,000.00) shall be paid by the Settlement Administrator directly to the
15 LWDA. The remaining Twenty Five Thousand Dollars (\$25,000.00) shall be distributed to
16 Aggrieved Employees as Individual PAGA Payments.

17 e. Settlement Administration Costs. The Settlement Administration fees and
18 expenses, which are estimated not to exceed Sixteen Thousand Dollars (\$16,000.00), shall be paid
19 from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the
20 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
21 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
22 Administration process and to make all reasonable efforts to control and minimize Settlement
23 Administration Costs.

24 i. The Parties each represent they do not have any financial interest in
25 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
26 that could create a conflict of interest.

27 ii. The Settlement Administrator shall keep the Parties timely apprised
28 of the performance of all Settlement Administrator responsibilities required by the Settlement.

1 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
2 regulations in which the Maximum Settlement Amount shall be placed and from which payments
3 required by the Settlement shall be made.

4 53. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
5 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
6 grant final approval of the Settlement, including determining the amounts properly payable for:
7 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA
8 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
9 written report or declaration to the Parties describing the process and results of the administration
10 of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court
11 prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the
12 Settlement Administrator shall post notice of final judgment on its website within seven (7)
13 calendar days of entry of the Judgment.

14 54. Defendant's Right to Reject Settlement. If five percent (5%) or more of the Class
15 Members submit valid Requests for Exclusion, Defendant will have the right, but not the
16 obligation, to void the Settlement and the Parties will have no further obligations under the
17 Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, or
18 any amounts that otherwise would have been owed under this Stipulation, except that Defendant
19 will pay the Settlement Administration Costs incurred as of the date that Defendant exercises its
20 right to void the Settlement. Defendant shall notify Class Counsel and the Court whether it is
21 exercising this right to void not later than seven (7) days after the Settlement Administrator
22 notifies the Parties of the number of valid Requests for Exclusion it has received.

23 55. Nullification of Settlement. In the event: (i) the Court does not enter the
24 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
25 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
26 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the
27 Court in furtherance of this Settlement shall be treated as void from the beginning and this
28 Stipulation and any documents related to it shall not be used by any Class Member or Class

1 Counsel to support any claim or request for class certification in the Action, and shall not be used
2 in any other civil, criminal or administrative action against Defendant or any of the other
3 Released Parties. In the event an appeal is filed from the order granting final approval or
4 Judgment, or any other appellate review is sought, administration of the Settlement shall be
5 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the
6 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
7 any other appellate review, shall be paid by Defendant to the Settlement Administrator.

8 56. No Admission by Defendant. Defendant denies all claims alleged in this Action
9 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its
10 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
11 and none shall be used against Defendant as an admission or indication with respect to any claim
12 of any fault, concession, or omission by Defendant. The Parties agree that this Stipulation shall
13 not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff
14 or any Class Member, other than according to the terms of this Stipulation.

15 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
16 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
17 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
18 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

19 58. Stay of Action. The Parties agree that upon the execution of this Agreement the
20 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that pursuant to Code of Civil Procedure section 583.330, the time to bring this case to trial
22 pursuant to Code of Civil Procedure shall be extended from the date this Stipulation is fully
23 executed through the entirety of the settlement approval process.

24 59. Amendment or Modification. This Stipulation may be amended or modified only
25 by a written instrument signed by all Parties or their representatives, and approved by the Court.

26 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
27 agreement between the Parties, and no oral or written representations, warranties, or inducements
28 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the

1 representations, warranties, and covenants contained and memorialized in this Stipulation and its
2 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
3 on the Parties.

4 61. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
5 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
6 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
7 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
8 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
9 Defense Counsel shall cooperate with each other and use their best efforts to effect the
10 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
11 form or content of any document needed to implement the Settlement, or on any supplemental
12 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
13 seek the assistance of the Court to resolve such disagreement. The person signing this Stipulation
14 on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation
15 on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this
16 Stipulation and that he has not assigned any claim, or part of a claim, covered by this Settlement
17 to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation.
18 Hence, in any construction made of this Stipulation, the same shall not be construed against any
19 of the Parties.

20 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
21 inure to the benefit of, the successors and assigns of the Parties.

22 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
23 be governed by and interpreted according to the laws of the State of California, without giving
24 effect to any law that would cause the laws of any jurisdiction other than the State of California to
25 be applied.

26 64. Counterparts. This Stipulation may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same instrument.
28

1 65. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
2 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
3 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
4 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and
5 Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
6 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
7 judgments entered in connection therewith.

8 66. Invalidity of Any Provision. Before declaring any term or provision of this
9 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
10 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
11 all provisions of this Stipulation as valid and enforceable.

12 67. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
13 Class Members are so numerous, it is impossible or impractical to have each Class Member
14 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
15 the Settlement, and the release of Released Claims and shall have the same force and effect as if
16 this Stipulation were executed by each Participating Class Member.

17
18 Dated: Dec 3, 2024, 2024


Pablo Dzul May (Dec 3, 2024 12:20 PST)
Plaintiff Pablo Dzul May

19
20
21 Dated: _____, 2024

Defendant HWA May Market, Inc.

22 By: _____

23 Its: _____

1 65. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
2 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
3 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
4 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and
5 Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
6 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
7 judgments entered in connection therewith.

8 66. Invalidity of Any Provision. Before declaring any term or provision of this
9 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
10 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
11 all provisions of this Stipulation as valid and enforceable.

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13 Class Members are so numerous, it is impossible or impractical to have each Class Member
14 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
15 the Settlement, and the release of Released Claims and shall have the same force and effect as if
16 this Stipulation were executed by each Participating Class Member.

17
18 Dated: _____, 2024

Plaintiff Pablo Dzul May

19
20 Dated: December 06, 2024



Defendant HWA May Market, Inc.

21
22 By: James Tran

23 Its: President

1 Approved as to form and content:

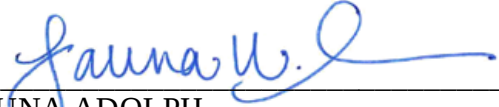
2 Dated: December 3, 2024

MATERN LAW GROUP, PC

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By:



LAUNA ADOLPH
Attorneys for Plaintiff PABLO DZUL MAY,
individually and on behalf of all others similarly
situated

5

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8 Dated: _____, 2024

DAVENPORT GERSTNER & McCLURE
a Professional Corporation

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By:

JEFFREY G. McCLURE
Attorneys for Defendant HWA MAY MARKET,
INC.

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1 Approved as to form and content:

2 Dated: _____, 2024

MATERN LAW GROUP, PC

4 By:

5 LAUNA ADOLPH
6 Attorneys for Plaintiff PABLO DZUL MAY,
7 individually and on behalf of all others similarly
8 situated

9 Dated: 12/10, 2024

DAVENPORT GERSTNER & McCLURE
a Professional Corporation

10 By:

11 JEFFREY G. McCLURE
12 Attorneys for Defendant HWA MAY MARKET,
13 INC.

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Dzul May v. HWA May Market, Inc. d/b/a Pacific Supermarket
San Francisco County Superior Court Case No. CGC-21-594169

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled *Dzul May v. HWA May Market, Inc. d/b/a Pacific Supermarket*, San Francisco County Superior Court Case No. CGC-21-594169 (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

To obtain copies of this Notice in Spanish, Cantonese, Burmese, or Mandarin, please visit www..

[Spanish translation:] To obtain a copy of this Notice in Spanish, please visit www..

[Cantonese translation:] To obtain a copy of this Notice in Cantonese, please visit www..

[Burmese translation:] To obtain a copy of this Notice in Burmese, please visit www..

[Mandarin translation:] To obtain a copy of this Notice in Mandarin, please visit www..

The proposed Settlement has two main parts: (1) a class settlement on behalf of all persons employed by Defendant as non-exempt employees in California during the Class Period (July 29, 2017 to February 2, 2024) (“Class Members”); and (2) a settlement under the Private Attorneys General Act (“PAGA”) on behalf of all persons employed by Defendant as non-exempt employees in California during the PAGA Period (May 25, 2020 to November 15, 2024) (“Aggrieved Employees”).

According to Defendant’s records, you worked **<<Workweeks>>** workweeks during the Class Period. Based on the number of Workweeks, your estimated Individual Class Payment is **<<EstClassPayment>>**.

According to Defendant’s records, you worked **<<PayPeriods>>** pay periods during the PAGA Period. Based on the number of Pay Periods, your estimated Individual PAGA Payment is **<<EstPAGAPayment>>**.

Please note that these are only estimates, and your actual payments may be greater or smaller than the amounts reported above.

The Court has preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Ethan P. Schulman on www., 2025 at www. in Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California 94102, to determine whether the Settlement is fair, adequate and reasonable and should be finally approved by the Court.

Your legal rights may be affected whether you act or not. Read this Notice carefully.

If you were a non-exempt employee for Defendant in California during the Class Period and/or PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. However, you will give up your right to assert wage claims against Defendant which arose during the Class Period and/or to seek penalties for claims during the PAGA Period.

- (2) **Opt-Out of the Class Settlement.** If you are a Class Member, you can exclude yourself from the class settlement (opt out) by submitting a written Request for Exclusion. If you opt out of the class settlement, you will not receive an Individual Class Payment. However, you will preserve your right to pursue wage claims against Defendant which arose during the Class Period. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment because you cannot opt out of the PAGA portion of the Settlement.

These options are discussed in more detail below.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you are a Class Member and do nothing, you will remain a part of the Class and will receive an Individual Class Payment. If you are an Aggrieved Employee, you will also receive an Individual PAGA Payment. In exchange, you will give up the right to pursue claims against Defendant and affiliated persons and entities that are covered by the Settlement (Released Claims), as explained more fully below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you are a Class Member, you have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the class settlement. As a result, you will not receive any benefits under the class settlement. You cannot opt out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees will give up the right to pursue the Released PAGA Claims (defined below).
OBJECT TO THE CLASS SETTLEMENT	If you are a Class Member, you may object to the class settlement by submitting a written statement explaining why you do not like the Settlement or explaining your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the class settlement. You may not object to the PAGA portion of the Settlement.
CHALLENGE THE NUMBER OF WORKWEEKS AND/OR PAY PERIODS	The amounts of your Individual Class Payment and Individual PAGA Payment, if any, are based on how many weeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, if any, are listed on the first page of this Notice. If you disagree with the number of workweeks and/or pay periods listed on this Notice, you can submit a challenge to the number of workweeks and/or pay periods.

Who is affected by this proposed Settlement?

There are two groups of employees affected by this Settlement:

- (1) **Class Members:** all persons employed by Defendant as non-exempt employees in California at any time from July 29, 2017 to February 2, 2024 (“Class Period”); and

- (2) **Aggrieved Employees:** all persons employed by Defendant as non-exempt employees in California at any time from May 25, 2020 to November 15, 2024 (“PAGA Period”).

If you worked one or more workweeks during the Class Period, you are a Class Member. If you worked one or more pay periods during the PAGA Period, you are an Aggrieved Employee.

What is this case about?

In the Action, plaintiff Pablo Dzul May (“Plaintiff”) alleges on behalf of himself and the Class Members the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices. Plaintiff also asserts a claim for penalties under PAGA as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Class Members and Aggrieved Employees?

The attorneys representing the Class Members and Aggrieved Employees in the Action are:

Matthew J. Matern
Launa Adolph
Clare E. Moran
MATERN LAW GROUP, PC
2101 E. El Segundo Blvd., Suite 403
El Segundo, California 90245
310-531-1900

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,850,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Class Payments to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”); (b) Individual PAGA Payments to Aggrieved Employees; (c) the Court-approved Service Award to Plaintiff; (d) the Court-approved attorneys’ fees and costs to Class Counsel; (e) the costs of administering the Settlement; and (f) the payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of the PAGA penalties.

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel’s attorneys’ fees and costs, the Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Class Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the number of pay periods worked during PAGA Period. Your estimated Individual Class Payment and Individual PAGA Payment

are listed on the first page of this Notice.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Member and/or Aggrieved Employee to whom the funds belong. In such event, the Class Member and/or Aggrieved Employee will remain bound by the terms of the Settlement.

For tax reporting purposes, Individual Class Payments will be allocated 20% as wages and 80% as non-wages. The wage portion of the Individual Class Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Class Payments. Individual PAGA Payments shall be allocated 100% as non-wage penalties.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members and Aggrieved Employees should consult with their own tax advisors concerning the tax consequences of the Settlement.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$616,666.67 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$150,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$10,000.00 to Plaintiff for his effort in prosecuting the Action on behalf of the Class Members. The Parties estimate the cost of administering the Settlement will not exceed \$16,000.00. In addition, \$100,000.00 will be allocated to penalties under PAGA, of which 75%, or \$75,000.00, will be paid to the LWDA, and the remaining 25%, or \$25,000.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant funding the Maximum Settlement Amount and Employer Taxes in full, all Participating Class Members shall be deemed to have released the Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

Release by Aggrieved Employees. Upon Defendant funding the Maximum Settlement Amount and Employer Taxes in full, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period ("Released PAGA Claims").

The "Released Parties" are Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Class Payment; or (B) exclude yourself from the class settlement. If you choose option (A), you may also object to the Settlement and/or challenge the number of workweeks and/or pay periods reported on the first page of this Notice, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Class Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement. If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before **<<Response Deadline>>** and returned to the Settlement Administrator at the following address:

Dzul May v. HWA Market, Inc. Settlement Administrator

P.O. Box _____
[City], [State] [Zip]

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

Challenge the Number of Workweeks and/or Pay Periods. If you disagree with the number of workweeks and/or pay periods listed on the first page of this Notice, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of workweeks and/or pay periods and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of workweeks or pay periods you claim you performed work as a non-exempt employee of Defendant in California during the Class Period or PAGA Period, respectively. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed above and must be postmarked on or before **<<Response Deadline>>**.

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Dzul May v. HWA May Market*; (3) be signed by you; and (4) be postmarked on or before **<<Response Deadline>>** and returned to the Settlement Administrator at the address listed above.

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on _____, 2025 at _____ in Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California 94102. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Class Payment or Individual PAGA Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www._____) within seven days after entry of the Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement and other settlement documents at www.. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.