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

SHEIZAN BAWA, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

MEATHEAD MOVERS, INC., a California
corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2021-01211895-CU-OE-CXC

Honorable William D. Cluster
Department CX104

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, PAGA REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

Reservation No.: 74075064

Date: September 1, 2023
Time: 9:00 a.m.
Dept.: CX104

Complaint Filed: July 21, 2021
Trial Date: October 9, 2023

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I, Jonathan M. Genish, declare and state as follows:

1. I am a shareholder and the founder of Blackstone Law, APC, attorneys of record for Plaintiff Sheizan Bawa (“Plaintiff”). I am an attorney admitted to practice in all Courts of the State of California. I submit this declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

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2. I received my law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, I clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, I was hired as an associate with Freedman & Taitelman, LLP where I remained employed through August 2015. During my tenure, I managed hundreds of complex litigation cases, ranging from employment, corporate, entertainment and general business litigation matters, though my primary area of expertise was employment litigation, both single plaintiff and representative actions.

3. In August 2015, I left Freedman & Taitelman to join The Kaufman Law Group as a shareholder. In that role, I ran the entire civil litigation department, again solely managing an array of complex multi-million-dollar and highly publicized litigation matters, with a primary focus on employment litigation, both single plaintiff and representative actions.

4. In February 2018, I started the law firm of Blackstone Law, APC, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past four-plus years, now maintaining six highly pedigreed attorneys working on almost exclusively labor and employment class actions, California Labor Code Private Attorney General Act of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters.

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1 5. I have considerable experience in handling class and representative action lawsuits
2 throughout my career and have been approved as counsel in a number of cases, including, most
3 recently:

- 4 • *DiRico v. Seek Capital, LLC*, Los Angeles Superior Court, Case No. BC698078, a wage
5 and hour class action brought on behalf of a class of hourly-paid employees working the
6 State of California.
- 7 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles Superior
8 Court, Case No. 19STCV29979, a private attorney general action for penalties pursuant
9 to Health and Safety Code section 25249.7.
- 10 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc. et al.*, Los Angeles Superior
11 Court, Case No. 19STCV30306, a private attorney general action for penalties pursuant
12 to Health and Safety Code section 25249.7.
- 13 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles Superior
14 Court, Case No. 19STCV30445, a private attorney general action for penalties pursuant
15 to Health and Safety Code section 25249.7.
- 16 • *Savoy v. Collector's Universe, Inc., et al.*, Central District Court of California, Case No.:
17 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court, Case
18 No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

19 6. I was counsel of record on several class action and PAGA actions that have since been
20 resolved, the most recent of which are as follows:

- 21 • *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County
22 Superior Court Case No. 21STCV20904, approved as Class Counsel in final settlement
23 of wage and hour Class and PAGA action.
- 24 • *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court Case No.
25 MSC21-01812, preliminarily approved as Class Counsel in settlement of wage and hour
26 Class and PAGA action.
- 27 • *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County
28 Superior Court Case No. 30-2021-01220136-CU-OE-CXC, approved as Counsel for

1 Aggrieved Employees in settlement of representative wage and hour action pursuant to
2 PAGA.

- 3 • *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court Case No. 34-2020-
4 00290080, approved as Class Counsel in settlement of Class and PAGA wage and hour
5 action.
- 6 • *Daniel Analco v. Felix Chevrolet, LP, et al.* Los Angeles Superior Court Case No.
7 21STCV36654, preliminarily approved as Class Counsel in settlement of Class and
8 PAGA wage and hour action.
- 9 • *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court Case No.
10 21STCV33719, approved as Counsel for Aggrieved Employees in settlement of
11 representative wage and hour action pursuant to PAGA
- 12 • *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior
13 Court, Case No. 20STCV44138, a wage and hour PAGA action.
- 14 • *Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No.
15 BC686825, a wage and hour PAGA action.

16 7. I am currently the managing partner overseeing roughly 100 labor and employment
17 cases, approximately 80% of which include a wage and hour component. The majority of those cases
18 are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of
19 thousands of California employees.

20 **Procedural History of the Action**

21 8. Defendant Meathead Movers, Inc. (“Defendant”) is the largest independent moving
22 company in California and employed Plaintiff Sheizan Bawa from approximately September 2019 to
23 approximately February 2021 in the hourly-paid, non-exempt positions of Meathead, Super
24 Meathead, and Mentor in the County of Orange.

25 9. On May 11, 2021, Plaintiff provided written notice by electronic submission to the
26 Labor and Workforce Development Agency (“LWDA”) and by Certified U.S. Mail to Defendant,
27 pursuant to California Labor Code § 2699.3, providing notice of the specific provisions of the
28 California Labor Code which Plaintiff alleged Defendant violated, including the facts and theories to

1 support the allegations (“PAGA Notice”). A true and correct copy of Plaintiff’s PAGA Notice is
2 attached hereto as **Exhibit 1**.

3 10. On July 21, 2021, Plaintiff filed his Complaint for Enforcement Action Under the
4 Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”) in
5 the action entitled *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court Case No.
6 30-2021-01211895-CU-OE-CXC (“Action”). He alleged one cause of action pursuant to PAGA,
7 alleging civil penalties for Defendant’s failure to pay minimum wage, failure to pay overtime wages,
8 failure to provide compliant meal periods and associated premiums, failure to provide compliant rest
9 periods and associated premiums, failure to timely pay wages during employment, failure to timely
10 pay wages upon termination, failure to maintain accurate payroll records, failure to furnish accurate
11 itemized wage statements, and failure to reimburse necessary business expenses in violation of
12 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
13 1197.1, 1198, 2800, and 2802, and all applicable Industrial Welfare Commission Wage Orders.

14 11. On September 2, 2021, Defendant filed an Answer to Plaintiff’s Operative Complaint.

15 12. On April 12, 2022, Plaintiff propounded multiple sets of formal written discovery
16 requests onto Defendant (specifically, Form Interrogatories – General (Set One), Special
17 Interrogatories (Set One), Requests for Admission (Set One), and Request for Production of
18 Documents (Set One)) and noticed the deposition of Defendant’s Person Most Knowledgeable, along
19 with requests for production of documents. Thereafter, on August 25, 2022, Defendant responded to
20 Plaintiff’s formal written discovery requests (specifically, Plaintiff’s Form Interrogatories – General
21 (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Request for
22 Production of Documents (Set One)). On May 11, 2022, Defendant objected to Plaintiff’s notice of
23 deposition of Defendant’s Person Most Knowledgeable and request for production of documents.

24 13. On October 28, 2022, Plaintiff propounded additional sets of formal written discovery
25 requests onto Defendant (specifically, Form Interrogatories – General (Set Two), Special
26 Interrogatories (Set Two), and Request for Production of Documents (Set Two)).

27 14. On December 6, 2022, Defendant served supplemental responses to Plaintiff’s
28 formal written discovery requests (specifically, Plaintiff’s Form Interrogatories – General (Set One),

1 Special Interrogatories (Set One), Requests for Admission (Set One), and Request for Production of
2 Documents (Set One)) and responses to Plaintiff's formal written discovery requests (specifically,
3 Plaintiff's Form Interrogatories – General (Set Two), Special Interrogatories (Set Two), and Request
4 for Production of Documents (Set Two)).

5 15. On December 20, 2022, Plaintiff served an amended notice of deposition onto
6 Defendant of Defendant's Person Most Knowledgeable, along with request for production of
7 documents. On January 23, 2023, Plaintiff served a second amended notice of deposition onto
8 Defendant of Defendant's Person Most Knowledgeable, along with request for production of
9 documents.

10 16. On February 24, 2023, Defendant served further supplemental responses to Plaintiff's
11 formal written discovery requests (specifically, Plaintiff's Form Interrogatories – General (Set One),
12 Special Interrogatories (Set One), and Request for Production of Documents (Set One)) and
13 supplemental responses to Plaintiff's formal written discovery requests (specifically, Plaintiff's Form
14 Interrogatories – General (Set Two), Special Interrogatories (Set Two), and Request for Production
15 of Documents (Set Two)). On March 8, 2023, Defendant objected to Plaintiff's second amended
16 notice of deposition and request for production of documents.

17 17. On March 13, 2023 and March 15, 2023, Blackstone Law, APC took the deposition
18 of Defendant's Person Most Knowledgeable, Angela Allen (General Manager).

19 18. On April 4, 2023, Defendant propounded multiple sets of formal written discovery
20 requests onto Plaintiff (specifically, Form Interrogatories – Employment Law (Set One), Form
21 Interrogatories – General (Set One), and Request for Production of Documents (Set One)).

22 19. On April 7, 2023, Plaintiff propounded additional formal written discovery requests
23 onto Defendant (specifically, Request for Production of Documents (Set Three)) and noticed the
24 continued deposition of Defendant's Person Most Knowledgeable. Thereafter, on April 13, 2023,
25 Defendant objected to Plaintiff's continued notice of deposition.

26 20. On April 25, 2023, Defendant noticed the deposition of Plaintiff, along with request
27 for production of documents.

28 21. During the course of formal and informal discovery in the Action, PAGA Counsel

1 conducted an intense investigation into the facts of the Action. This included obtaining data,
2 information, and documents relating to the underlying alleged violations, including but not limited
3 to, Plaintiff's employee file, a sampling of Aggrieved Employees' time and pay data, Defendant's
4 Employment Agreement to Mediation & Arbitration, Defendant's financial documents, and
5 Defendant's employee handbook and policy documents relating to the employment of Plaintiff and
6 other Aggrieved Employees so that Plaintiff could assess the number of alleged potential violations
7 and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of his claims.
8 PAGA Counsel also received relevant contact information following a Belaire-West notice process
9 and interviewed numerous Aggrieved Employees in further investigation of the allegations and to
10 assess more closely the nature and extent of Defendant's alleged liability and potential damages.

11 22. Based on the data, information, and documents received, as well as thorough
12 discussions with Defendant's counsel, PAGA Counsel was able to (i) determine the total number of
13 distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory
14 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages
15 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
16 Defendant within the relevant statutory period. Defendant, however, disputed Plaintiff's claims and
17 disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed PAGA
18 Counsel to further assess the strength of Plaintiff's claims. PAGA Counsel's experience in litigating
19 similar representative wage and hour claims, the degree of investigation that was conducted here, and
20 the amount of data, information, and documents that was obtained, was sufficient to determine the
21 potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of
22 settlement.

23 23. On March 24, 2022, Plaintiff and Defendant (together, the "Parties") attended a formal
24 mediation conducted by Mark Rudy, Esq., a neutral and respected mediator with extensive experience
25 in complex wage and hour matters, which did not result in a settlement at that time. After continued
26 settlement negotiations and with the aid of the mediator, the Parties were able to reach an agreement
27 to resolve the Action in its entirety, but it took until July 2023 – over a year after mediation – with
28 extensive efforts by all involved including, but not limited to, a multitude of communications directly

1 between counsel and through the mediator and the production of additional documents. Attached
2 hereto as **Exhibit 2** are true and correct copies of the PAGA Settlement Agreement and Amendment
3 to PAGA Settlement Agreement (together, “Settlement” or “Settlement Agreement”) entered into
4 between the Parties.

5 24. The Parties believe the Settlement is fair, reasonable, and adequate. The Parties
6 understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of
7 Plaintiff’s PAGA claim, and that it is the desire and intention of the Parties to effect a final and
8 complete resolution of the Released PAGA Claims.

9 25. Defendant denies all of the claims in the Action, and does not waive, but rather
10 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural,
11 and factual grounds should the Settlement Agreement not become final. The Settlement Agreement
12 reflects a compromise reached to end litigation in the Action. Following significant investigation and
13 extensive settlement negotiations, Plaintiff now seeks approval of the proposed settlement, which
14 will resolve all representative claims alleged in the Operative Complaint.

15 **Notice to the LWDA**

16 26. In accordance with California Labor Code sections 2699 *et. seq.*, a copy of the
17 proposed Settlement, as well as information regarding the approval hearing in this matter, were
18 submitted to the LWDA via online submission concurrently with the filing of the Motion on August
19 10, 2023.

20 **Summary of the Terms of the Settlement Agreement**

21 27. For purposes of settlement only, the Parties have agreed that the “Aggrieved
22 Employees” shall be defined as as all hourly-paid and/or non-exempt employees who worked for
23 Defendant in the State of California at any time during the PAGA Period. The “PAGA Period” is the
24 period from May 11, 2020 through July 16, 2023. Based on information provided by Defendant, as
25 of April 14, 2023, there are approximately 1,307 Aggrieved Employees who worked a total of 45,533
26 workweeks.

27 28. The Parties have agreed to settle the PAGA claim at issue in the Operative Complaint
28 for a non-reversionary Gross Settlement Amount of One Million Dollars and Zero Cents

1 (\$1,000,000.00). The Gross Settlement Amount is a common fund and therefore, includes all
2 requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) PAGA
3 Counsel's fees in the amount of forty-five percent (45%) of the Gross Settlement Amount, equaling
4 Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00); (2) PAGA Counsel's actual
5 litigation costs and expenses of Nineteen Thousand Six Hundred Eighty-Six Dollars and Fifty-Five
6 Cents (\$19,686.55); (3) Administration Expenses Payment, not to exceed Seventeen Thousand
7 Dollars and Zero Cents (\$17,000.00); and (4) PAGA Representative Enhancement Payment in the
8 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

9 29. After the above-estimated amounts are deducted from the Gross Settlement Amount,
10 the PAGA Penalties will amount to approximately Five Hundred Five Thousand Eight Hundred
11 Thirteen Dollars and Forty-Five Cents (\$505,813.45), of which seventy-five percent (75%), or Three
12 Hundred Seventy-Nine Thousand Three Hundred Sixty Dollars and Nine Cents (\$379,360.09), will
13 be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent (25%), or One Hundred
14 Twenty-Six Thousand Four Hundred Fifty-Three Dollars and Thirty-Six Cents (\$126,453.36), will
15 be distributed and paid to Aggrieved Employees on a pro-rata basis based on their number of weeks
16 worked for Defendant for at least one day during the PAGA Period ("Workweeks"). Based thereon,
17 as of April 14, 2023, the estimated average Individual PAGA Payment is \$96.75, the estimated
18 highest Individual PAGA Payment is \$422.13, and the estimated lowest Individual PAGA Payment
19 is \$2.78.

20 30. No later than fifteen (15) calendar days after the Court grants approval of the
21 Settlement, Defendant will deliver Aggrieved Employee identifying information to the Administrator
22 in Defendant's possession, including each Aggrieved Employee's name, last-known mailing address,
23 Social Security number, and number of Workweeks (collectively, "Aggrieved Employee Data").

24 31. On or before December 31, 2023, Defendant will fund half of the Gross Settlement
25 Amount (i.e., \$500,000.00) into a qualified settlement account established by the Administrator.
26 Within fourteen (14) calendar days after Defendant funds the first half of the Gross Settlement
27 Amount, the Administrator will mail checks for half of the Individual PAGA Payments, half of the
28 LWDA PAGA Payment, half of the Administration Expenses Payment, half of the PAGA Counsel

1 Fees Payment, half of the PAGA Counsel Litigation Expenses Payment, and half of the PAGA
2 Representative Enhancement Payment.

3 32. On or before December 31, 2024, Defendant will fund the remaining half of the Gross
4 Settlement Amount (i.e., \$500,000.00) to the qualified settlement account established by the
5 Administrator. Within fourteen (14) calendar days after Defendant funds the second half of the Gross
6 Settlement Amount, the Administrator will mail checks for the remaining half of the individual
7 PAGA Payments, remaining half of the LWDA PAGA Payment, remaining half of the
8 Administration Expenses Payment, remaining half of the PAGA Counsel Fees Payment, remaining
9 half of the PAGA Counsel Litigation Expenses Payment, and remaining half of the PAGA
10 Representative Enhancement Payment.

11 33. Prior to mailing the Individual PAGA Payment checks, the Administrator will update
12 the Aggrieved Employees' mailing addresses using the National Change of Address Database.
13 Additionally, for all Individual PAGA Payment checks that are returned as undeliverable without a
14 USPS forwarding address, the Administrator will conduct an investigation and search of the
15 Aggrieved Employees' mailing addresses using all reasonably available sources, methods, and
16 means including, but not limited to, the National Change of Address database, skip traces, and direct
17 contact by the Administrator with the Aggrieved Employees ("Aggrieved Employee Address
18 Search"). Within seven (7) calendar days of receiving a returned check, the Administrator will re-
19 mail the check to the USPS forwarding address provided or to an address ascertained through the
20 Aggrieved Employee Address search.

21 34. Individual PAGA Payment checks that are issued to Aggrieved Employees will be
22 valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are
23 initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated
24 with such canceled checks will be distributed to the State of California's Unclaimed Property Fund
25 in the name of the Aggrieved Employee.

26 35. If the actual number of workweeks during the period from May 11, 2020 through
27 April 14, 2023 is more than ten (10%) higher than 45,533 (i.e., more than 50,086 workweeks), the
28 Gross Settlement Amount will increase on a pro-rata basis by the actual percentage. For example,

1 if the total aggregate workweeks for the period May 11, 2020 through April 14, 2023 exceeds 45,533
2 by 11% (i.e., 50,542) then the Gross Settlement Amount will be increased by 1%.

3 **The Settlement is Fair and Reasonable and Took Into Consideration the Strengths and**
4 **Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits**
5 **of the Settlement**

6 36. Here, the Settlement is presumptively fair because: (1) it occurred after counsel for
7 the Parties engaged in significant investigation to evaluate the strength and potential value of the
8 PAGA claim, and the risks of litigating this claim through trial; and (2) it was negotiated at great
9 length and effort by counsel with significant experience in similar complex labor and employment
10 matters.

11 37. Crucial to Plaintiff's analysis of the relative strengths and weaknesses of his PAGA
12 claim is the fact that Plaintiff, as well as other Aggrieved Employees, had entered into arbitration
13 agreements with Defendant which contained a "class/collective action waiver". Defendant strongly
14 contended that the agreements were enforceable and therefore prevented Plaintiff's PAGA claim
15 from going forward based on the United States Supreme Court's ruling in *Viking River Cruises, Inc.*
16 *v. Moriana*. Plaintiff's position was that the waiver was not enforceable and/or ultimately California
17 law would confirm that employees cannot waive PAGA claims via an arbitration agreement.

18 38. Notwithstanding these considerations, this case and settlement addresses important
19 employee protections embodied in the California Labor Code. Plaintiff's core allegations are that
20 Defendant systematically violated the California Labor Code by, *inter alia*, failing to properly pay
21 wages for all hours worked, failure to pay overtime at the correct rate, failing to provide compliant
22 meal and rest periods, failure to pay premiums at the correct rate of pay, failing to timely pay wages
23 during employment and upon termination, failing to maintain accurate payroll records, failing to
24 provide accurate wage statements, and failing to reimburse necessary business expenses.

25 39. Defendant maintained several defenses to Plaintiff's theories of liability, which, if
26 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
27 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and
28 continues to have, compliant employment policies and practices throughout the time period at issue.

1 Defendant denies that it ever violated any provision of the California Labor Code, including, but not
2 limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied,
3 and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose
4 other than settlement. Defendant also challenged Plaintiff's standing as an aggrieved employee and
5 denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved.
6 Defendant also argued that an important feature of PAGA is that the Court retains discretion to
7 lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
8 would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

9 40. Even if violations of the California Labor Code occurred, which Defendant denies,
10 Defendant contended that said violations would only be considered "initial violations" and thus
11 heightened "subsequent violation" penalties were not warranted.

12 41. Defendant also contended that, with respect to PAGA claims, the Court was unlikely
13 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
14 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
15 certain conduct may be regulated by multiple provisions of the California Labor Code that are
16 interrelated and work in tandem. As such, Defendant contended that cumulative penalties and
17 heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

18 42. While Plaintiff maintains that his PAGA claim has merit, in reaching the Settlement,
19 Plaintiff and his counsel took into account the strengths and weaknesses of each side's position,
20 including Defendant's financial condition, and the uncertainty of how the case might have
21 concluded as litigation continued, at trial, and/or upon appeal. The Settlement achieves a sizeable
22 benefit obtained despite the fact that many Aggrieved Employees signed arbitration agreements with
23 Defendant.

24 43. Prior to mediation, Defendant represented that approximately 791 Aggrieved
25 Employees worked a total of 15,536 pay periods during the time period between May 11, 2020 and
26 March 21, 2022 ("relevant time period").

27 44. As set forth in the Motion, the California Labor Code does not set forth the criteria
28 by which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into

1 consideration some of the factors that courts use when reviewing a class action settlement.¹
2 However, “a PAGA claim asserted on a non-class representative basis...is not considered a class
3 action but a law enforcement action, and therefore does not have to meet the requirements of [a class
4 action].” *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25,
5 2012). However, a discussion of the strengths and weaknesses of each claim, along with an estimate
6 of the total potential recovery is as follows:

7 *i. Unpaid Wages*

8 45. Plaintiff alleged that Defendant required Plaintiff and the other Aggrieved
9 Employees to perform work off-the-clock by having to (1) gather the materials they would need for
10 the day (dollies, tape, moving blankets, and wardrobe boxes) and load them into the truck prior to
11 clocking in; (2) complete pre-trip and post-trip inspections of the vehicles; and (3) receive and
12 respond to phone calls and text messages on their personal phones when they were not at work
13 regarding scheduling, locating equipment, and incidents that occurred during moves. Additionally,
14 Plaintiff alleged that Defendant failed to pay overtime compensation at the rate of one and one-half
15 times the regular rate of pay by failing to include all non-discretionary compensation into the regular
16 rate calculation.

17 46. Defendant denied these claims, arguing that employees attested to the accuracy of
18 the hours worked each pay period and they received no complaints from employees regarding
19 having to allegedly perform work off-the-clock. Defendant also argued that its overtime
20 calculations lawfully included all forms of compensation, including bonuses and commissions.
21 Defendant also produced what it contended were wage statements evidencing overtime paid to its
22 employees (including Plaintiff).

23 47. If a violation was found to have occurred in every one of the aggregate pay periods
24 within the relevent time period, the potential maximum exposure for this claim would be
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26

27
28 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action
status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 \$1,553,600.00.²

2 *ii. Meal Periods*

3 48. Plaintiff asserted that Defendant failed to provide employees with lawful meal
4 periods. For example, Plaintiff claimed that employees were pressured to skip, take late, shorten,
5 and/or interrupt their meal periods in order to get moves done quickly and better service the client.
6 Plaintiff contended that he was instructed by his supervisors on several occasions to change his time
7 entries to reflect that he took meal periods prior to the end of his fifth hour of work. Additionally,
8 Defendant's call center employees were likewise not afforded the opportunity to take compliant
9 meal breaks because they were required to be on the phone and answer back-to-back calls all day
10 long. Plaintiff's analysis of a random sampling of time data revealed that in 69.8% of all pay periods
11 there was at least one unique meal period violation.

12 49. Defendant argued that its written meal break policy was lawful, employees' time
13 records reflected that they took lawful meal periods, and employees attested to the accuracy of their
14 time entries. Defendant also produced Employee Waivers of Meal Period and Missed Break
15 Request/Reports signed by its employees (including Plaintiff). Defendant contended that it paid
16 premiums at the regular rate of pay whenever an employee did not have the opportunity to take a
17 lawful meal period

18 50. If a violation was found to have occurred in every one of the aggregate pay periods
19 within the relevant time period, the potential maximum exposure for this claim would be
20 \$1,553,600.00.

21 *iii. Rest Periods*

22 51. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest
23 periods. Plaintiff and other employees were required to remain on premises for rest breaks. In
24 response, Defendant pointed to their written rest break policies as being compliant with California
25

26 ² While the California Labor Code provides for \$100 for the first violation and up to \$250 for each
27 subsequent violation (depending on the underlying violation), Plaintiff used this simple computation
28 of the total number of aggregate pay periods times a \$100 penalty for analysis purposes only to
account for the argument that the imposition of PAGA penalties is discretionary and courts have the
power to assess penalties based on the applicable facts of each case.

1 law. Here, Plaintiff faced the challenge of having to prove each alleged rest period violation with
2 only testimony from Aggrieved Employees.

3 52. If a violation was found to have occurred in every one of the aggregate pay periods
4 within the relevant time period, the potential maximum exposure for this claim would be
5 \$1,553,600.00.

6 *iv. Unreimbursed Business Expenses*

7 53. Plaintiff alleged that Aggrieved Employees received work-related phone calls and
8 text messages on their personal cell phones from their supervisors and were not compensated by
9 Defendant. Plaintiff also asserted that Defendant required them to wear company-branded t-shirts;
10 yet Defendant only provided one t-shirt to each employee upon hire, so employees had to purchase
11 additional t-shirts. Additionally, Plaintiff contended that they were required to purchase tools, such
12 as wrenches, screwdrivers, ropes, and utility knives because Defendant failed to provide enough of
13 these tools to each worker. In response, Defendant produced what it contended were wage
14 statements evidencing reimbursement of work-related expenses to its employees (including
15 Plaintiff).

16 54. If a violation was found to have occurred in every one of the aggregate pay periods
17 within the relevant time period, the potential maximum exposure for this claim would be
18 \$1,553,600.00.

19 *v. Derivative Claims*

20 55. As with all derivative claims, success depends on the success of the underlying
21 claims. Here, Plaintiff's claims for inaccurate wage statements and failure to pay all wages due
22 during employment and upon termination would only succeed if the underlying claims for failure to
23 pay wages for off-the-clock work, failure to pay overtime, and failure to pay premiums for all meal
24 and rest periods not lawfully provided were successful. Therefore, these claims were subject to the
25 same risks of failure as discussed above.

26 56. Again, if a violation was found to have occurred in every one of the aggregate pay
27 periods within the relevant time period, the potential maximum exposure for this claim would be
28 \$1,553,600.00.

1 vi. *Total PAGA Penalties*

2 57. While the total potential exposure and penalties based on the above analysis would
3 in theory exceed several million dollars, no California appellate court has addressed the issue of
4 whether PAGA penalties may be aggregated or “stacked.” Based thereon and the application of one
5 penalty per pay period in the relevant time period, the estimated total exposure was \$1,553,600.00.

6 **The Amount Offered in Settlement**

7 58. The PAGA Penalties are currently estimated to be \$505,813.45. After all deductions
8 from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, PAGA Counsel
9 Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration
10 Expenses Payment, \$379,360.09 (i.e. 75% of the PAGA Penalties) will go to the LWDA, and
11 \$126,453.36 (i.e. 25% of the PAGA Penalties) will go to the Aggrieved Employees, as required by
12 California Labor Code § 2699(i) (“civil penalties recovered by aggrieved employees shall be
13 distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25
14 percent to the aggrieved employees.”). There is no reason to doubt the fairness of the proposed plan
15 of allocation of the PAGA Penalties as it fully complies with California Labor Code section 2699(i).

16 59. The Settlement is a compromise of highly disputed claims. Plaintiff and his counsel
17 recognize the expense and length of continued proceedings necessary to litigate the matter through
18 trial and any possible appeals. Plaintiff and his counsel have also taken into account the uncertainty
19 and risk of the outcome of further litigation, and the difficulties and delays inherent in such
20 litigation. Plaintiff and his counsel are also aware of the burdens of proof necessary to establish
21 liability, both generally and in response to Defendant’s defenses thereto, and the difficulties in
22 establishing Defendant’s liability for, and the right to recover, penalties on behalf of Plaintiff, the
23 State of California, and other Aggrieved Employees. Plaintiff and his counsel have also taken into
24 account Defendant’s financial condition and agreement to enter into a settlement that confers
25 significant relief upon the Aggrieved Employees and the State of California. Considering all of the
26 facts in this case, Plaintiff and his counsel have determined that the Settlement represents a fair,
27 adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the
28 Aggrieved Employees and the State of California.

1 60. The result achieved in this case is well within the range of what is considered an
2 acceptable settlement under the circumstances, especially when compared to the settlement of
3 PAGA claims in other cases.

4 **The Settlement was Negotiated by Experienced Counsel**

5 61. PAGA Counsel is experienced in complex representative and class action wage-and-
6 hour litigation. In the view of PAGA Counsel, the benefits conferred by the Settlement are
7 eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved
8 Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial
9 monetary benefits provided for by the Settlement.

10 62. Here, the extent of formal and informal discovery conducted was sufficient to enable
11 PAGA Counsel to evaluate the strength and value of the PAGA claim for purposes of settlement.
12 The settlement negotiations were conducted by highly capable and experienced counsel. PAGA
13 Counsel are respected members of the bar with strong records of vigorous and effective advocacy,
14 and are experienced in handling complex wage and hour class action litigation. Accordingly, PAGA
15 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

16 **The Requested PAGA Counsel Fees Payment is Fair and Reasonable**

17 63. PAGA Counsel's application for attorneys' fees in light of the facts and
18 circumstances surrounding the case is well-within the range of reasonableness. PAGA Counsel has
19 vigorously litigated this case since it was commenced, with the very real possibility of an
20 unsuccessful outcome and no fee recovery of any kind.

21 64. In the present case, PAGA Counsel has borne all of the risks and costs of litigation
22 and will not receive any compensation until recovery is obtained. PAGA Counsel is experienced
23 in complex wage-and-hour litigation and used that experience to obtain a favorable result for
24 Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees
25 requested, the history of the case and work performed, risks incurred, issues brought before this
26 Court, Defendant's financial condition, and experience of PAGA Counsel in handling similar
27 matters, the result reached is phenomenal. Based thereon, Plaintiff maintains that the requested
28 attorneys' fees of forty-five percent (45%) of the Gross Settlement Amount (i.e., \$450,000.00) are

1 reasonable and should be awarded.

2 65. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
3 into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees
4 will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional
5 years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with
6 other representative PAGA actions of this type, given the strengths and weaknesses of the case; and
7 (3) significant savings in PAGA Counsel's fees and/or costs that would have only increased
8 significantly had the case progress through trial and/or appeals. The attorneys who worked on this
9 case are all experienced in litigating wage and hour matters as follows:

10 a. Miriam L. Schimmel is a 26 year litigator who joined Blackstone in June 2022,
11 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
12 Angeles. Her billable rate is \$795 which is well within the prevailing rate for attorneys with her
13 experience in my area of practice in Southern California. She has been approved at that rate on a
14 number of cases since joining Blackstone as well as with her previous firm.

15 b. Jill J. Parker is a former attorney with Blackstone who litigated this Action for the
16 first 10 months following its inception in July 2021. I am informed and aware from Ms. Parker's
17 declarations that she submitted in support of other settlement motions that she earned her Juris
18 Doctor degree in 2010 from the University of Southern California Gould School of Law and was
19 admitted to the State Bar of California in December of 2010. Ms. Parker's billable rate was \$695 at
20 the time she performed the work on the this Action at Blackstone, which was within the prevailing
21 rate in the Southern California community for similar work performed by attorneys with Ms.
22 Parker's years of experience and skill. She was previously approved as class counsel in other
23 settlements during the two years she was employed with Blackstone.

24 c. S. Emi Minne is a former attorney at Blackstone who worked on the this Action. She
25 earned her undergraduate Bachelor of Arts degree from the University of California at Los Angeles
26 in 2003, and then earned her law degree from the University of California at Los Angeles in 2007.
27 She worked for several plaintiffs' wage and hour law firms before joining Blackstone. Her
28 education and experience support her billable rate of \$495 as reasonable at the time she worked on

1 this matter.

2 d. Joana Fang is a highly skilled seven-year lawyer who is part of the team at Blackstone
3 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
4 University of California, Berkeley where she was a double major in Legal Studies and Media
5 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
6 litigation, as well as catastrophic injury complex litigation. Her hourly rate of \$595 is reasonable
7 based on her education and experience and is in line with the market rate.

8 e. Alexandra Rose recently joined Blackstone from a highly reputable employment law
9 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree
10 in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted
11 to the State Bar of California in December of 2019. Her hourly rate of \$550 is reasonable based on
12 her education and experience and is in line with the market rate.

13 **The Requested PAGA Counsel Litigation Expenses Payment is Fair and Reasonable**

14 66. The Settlement provides for reimbursement of litigation costs and expenses of up to
15 \$30,000.00. PAGA Counsel only seeks reimbursement of a total of \$19,686.55 in litigation costs
16 and expenses. A true and correct itemized list of my firm's litigation costs and expenses is attached
17 hereto as **Exhibit 3**. This amount was reasonable and necessary in the prosecution of this matter,
18 and is less than the maximum amount allocated under the Settlement.

19 **The Administration Expenses Payment is Fair and Reasonable**

20 67. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject
21 to approval by the Court, CPT Group, Inc. to handle the administration of the Settlement. The fees
22 and expenses of the Administrator are estimated not to exceed \$17,000.00. These costs include, but
23 are not limited to, expenses for preparing, printing, and mailing the notice and Individual PAGA
24 Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment
25 checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding
26 the Settlement, among other things. Accordingly, the Court should grant approval of the
27 Administration Expenses Payment in the amount of up to \$17,000.00 to CPT Group, Inc., a
28 necessary third-party for handling the settlement process.

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EXHIBIT 1

May 11, 2021

VIA ONLINE ELECTRONIC SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: *Sheizan Bawa v. Meathead Movers, Inc.*

Dear Representative:

Our office represents Sheizan Bawa (“Mr. Bawa”), who was employed by Meathead Movers, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Meathead Movers”) as a Mentor from approximately September 2019 to approximately February 11, 2021 in the State of California. This letter shall serve as notice, and a request, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), that your agency investigate the claims in this imminent civil action. If the agency does not intend to investigate the alleged violations, we specifically request notification so that Mr. Bawa may allege a cause of action under PAGA in a civil action against Meathead Movers.

Mr. Bawa intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Bawa seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Mr. Bawa will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for Meathead Movers in the State of California during the relevant statutory period (referred to herein as “aggrieved employees”).

As set forth below, Meathead Movers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 9-2001.

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Failure to Pay Minimum Wages

Meathead Movers violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Mr. Bawa and other aggrieved employees at least minimum wages for all hours worked. Mr. Bawa and other aggrieved employees were required to perform work duties off-the-clock prior to clocking-in and after clocking-out. Such off-the-clock work included, but was not limited to, reviewing and responding to text messages and phone calls regarding, *inter alia*, scheduling, customer complaints, and incidents that occurred during moves. By failing to pay Mr. Bawa and other aggrieved employees any wages for off-the-clock work, Meathead Movers violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Bawa and other aggrieved employees worked in excess of eight (8) hours in a day and/or forty (40) hours in a week without overtime compensation because Meathead Movers failed to pay them for off-the-clock work as described above. Meathead Movers further failed to correctly calculate the regular rate of pay for purposes of overtime compensation. Therefore, Mr. Bawa and the other aggrieved employees were entitled to receive certain wages for overtime compensation, but were not paid for overtime hours worked.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

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Meathead Movers failed to provide Mr. Bawa and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. Meathead Movers failed to compensate Mr. Bawa and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Meathead Movers failed to pay Mr. Bawa and other aggrieved employees all wages due to them, including minimum wages, overtime wages and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Meathead Movers failed to pay Mr. Bawa and other aggrieved employees all wages due to them upon termination of their employment, including minimum wages, overtime wages, meal period premiums, and rest period premiums.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Meathead Movers failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Bawa and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Meathead Movers failed to provide wage statements to Mr. Bawa and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the correct amount of wages earned, the correct amount of meal period premium wages, and the correct amount of rest period premium wages.

Failure to Reimburse Necessary Business Expenses

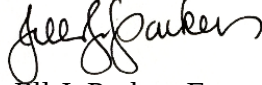
Labor Code section 2802 requires employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Bawa and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Meathead Movers. These costs include, but are not limited to, the use of personal cell phones for work-related purposes and back braces.

Meathead Movers is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Meathead Movers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699.

Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW

A handwritten signature in black ink, appearing to read "Jill J. Parker", written in a cursive style.

Jill J. Parker, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Aaron Steed, CEO
Meathead Movers Inc.
3600 South Higuera Street
San Luis Obispo, California 93401

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sheizan Bawa (“Plaintiff”) and defendant Meathead Movers, Inc. (“Meathead”). The Agreement refers to Plaintiff and Meathead collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Meathead captioned *Bawa v. Meathead Movers, Inc.*, Case No. 30-2021-01211895-CU-OE-CXC initiated on July 21, 2021 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Meathead’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of workweeks worked during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Alden Parker of Fisher Phillips LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means One Million Dollars (\$1,000,000) which is the total amount Meathead agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Plaintiff’s Representative Service Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of

the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval of the Settlement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Jonathan Genish, Miriam Schimmel, and Blackstone Law, APC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Meathead for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from May 11, 2020 to the date the Court signs the order granting preliminary approval or 60 days from the date the parties signed the MOU on May 17, 2023 (i.e., July 16, 2023), whichever is sooner.
- 1.20. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff Bawa's May 11, 2021 letter to Meathead and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiff" means Sheizan Bawa, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

- 1.26. “Released Parties” means: Meathead and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Workweek” means any week during which an Aggrieved Employee worked for Meathead for at least one day, during the PAGA Period.

2. RECITALS.

- 2.1. On July 21, 2021, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Meathead under PAGA for violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2698, et. seq. The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Meathead denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Meathead and the LWDA by sending the PAGA Notice.
- 2.3. On March 24, 2023, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through both formal and informal discovery, a sampling of the Aggrieved Employees’ wage statements, time records and Defendant’s applicable written policies, as well as data necessary for Plaintiff to assess liability and damages. Plaintiff also deposed Defendant’s corporate representative concerning issues germane to 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*”).
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Meathead promises to pay \$1,000,000 and no more as the Gross Settlement Amount. Meathead has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Meathead.

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: A PAGA Representative Enhancement Payment to Plaintiff of not more than \$7,500 in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. Meathead will not oppose Plaintiff's request for his Representative Enhancement Payment that does not exceed this amount. If the Court approves the Representative Enhancement Payment in less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Representative Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 45% of the Gross Settlement Amount, which is currently estimated to be \$450,000 and a PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Meathead will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Meathead harmless, and indemnifies Meathead, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$495,500 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$123,875) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Workweeks. Based on a review of its records to date, Meathead estimates there are 1,307 Aggrieved Employees who collectively worked a total of not more than 45,533 aggregate Workweeks.
- 4.2. Aggrieved Employee Data. Not later than 15 calendar days after the Court grants Preliminary Approval of the Settlement, Meathead will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the PAGA Data in confidence, use the PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Data to Administrator employees who need access to the PAGA Data to effect and perform under this Agreement. Meathead has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Data omitted Aggrieved Employee identifying information and to provide corrected or updated PAGA Data as soon as reasonably feasible. Without any extension of the deadline by which Meathead must send the PAGA 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 PAGA Data.
- 4.3. Funding of Gross Settlement Amount. Meathead shall fund the Gross Settlement Amount by transmitting 50% of the funds to the Administrator on or before December 31, 2023 and the remaining 50% of the funds on or before December 31, 2024.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Meathead funds the first half of the Gross Settlement Amount (on or before December 31, 2023), the Administrator will mail checks for 50% of the total of all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payment. Likewise, within 14 days after Meathead funds the second half of the Gross Settlement Amount (on or before December 31, 2024), the Administrator will mail checks for remaining 50% of all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Enhancement Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. For both disbursements, the Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Aggrieved Employees (including those for whom Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom the Notice was returned undelivered). The Administrator will send Aggrieved Employees a single check for the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective only on the date when Meathead completes the second payment on or before December 31, 2024, thereby fully funding the entire Gross Settlement Amount, Plaintiffs and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("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 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

- 6.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion or application for approval of this Settlement.

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

of this Settlement no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion or application for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 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.
- 8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 9. AGGRIEVED EMPLOYEE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Meathead estimates that there are 1,307 Aggrieved Employees and no more than 45,533 total aggregate Workweeks between May 11, 2020 and April 14, 2023. If the actual number of workweeks during this timeframe exceeds the above number by more than 10%, amount of the settlement will be increased by the actual percentage; meaning, if the total aggregate workweeks is 50,542 (i.e., 11% of the stated total), then the Settlement Amount will increase by 1%.

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

permitted by law.

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

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Meathead that any of the allegations in the Operative Complaint have merit or that Meathead has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Meathead's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Meathead reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Meathead'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).
- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Meathead, 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.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and 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.

- 11.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Meathead 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.
- 11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Meathead in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Meathead unless, prior to the Court's discharge of the Administrator's obligation, Meathead makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiffs:

Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

To Meathead:

Alden J. Parker
Rebecca A. Hause-Schultz
Christina M. Anton
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, California 95814

11.16 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.

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



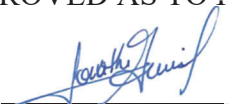
Sheizan Bawa, Plaintiff



Aaron Steed, CEO
Defendant Meathead

[signatures continue on next page]

APPROVED AS TO FORM ONLY:



Jonathan Genish
Counsel For Plaintiff



Alden Parker, or Rebecca Hause-Schultz
Counsel For Defendant Meathead

[Date], 2023

[Claims Administrator Contact Information]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Meathead Movers, Inc. Employee:

You have received this notice because Meathead Movers, Inc.'s ("Meathead") records indicate that you have worked for Meathead as an hourly, non-exempt employee in California at some time between May 11, 2020 through July 16, 2023. This notice relates to the settlement of the following lawsuit: *Sheizan Bawa, et al. v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC (the "Action").

In the Action, plaintiff Sheizan Bawa ("Plaintiff") seeks civil penalties against Meathead pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees whom Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of Meathead, including its alleged failure to: provide meal periods and rest breaks; properly pay and calculate wages for all hours worked, overtime, minimum wages; reimburse for all necessary business-related expenses; furnish accurate itemized wage statements and maintain accurate payroll records; and timely pay all wages due during employment and upon separation.

Meathead strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. Nonetheless, to avoid the cost and distraction of litigation, Meathead has made a business decision to settle the Action, which settlement has been approved by the Court.

The enclosed settlement check represents 50% of your total portion of the Court-approved PAGA settlement. The settlement is structured so that half of the settlement money is being disbursed to employees now and the remaining 50% will be disbursed on or before January 14, 2025.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided, and the funds will be distributed to the State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Action.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc. at () - .

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE ACTION. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Plaintiff Sheizan Bawa (“Plaintiff”) and Defendant Meathead Movers, Inc. (“Meathead”) (jointly, the “Parties”) hereby enter into this Amendment to PAGA Settlement Agreement (“Amendment”) as of the date referenced below. The Amendment seeks to clarify and correct two inconsistencies within the PAGA Settlement Agreement (“Agreement”) which the parties previously executed as follows:

Calculation of Individual PAGA Payment

Paragraph 3.2.4.1 of the Agreement, which set forth that the Administrator “will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$123,875) 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,” is hereby amended to read as follows:

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$123,875) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s Workweeks worked during the PAGA Period.

This correction is made so that all aspects of the settlement process consistently use and rely on Workweeks worked by the Aggrieved Employees.

Correction to Mediation Date

Paragraph 2.3 which states, “On March 24, 2023, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action,” is hereby amended and corrected to read as follows:

On March 24, 2022, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action.

Date: 08/10/2023

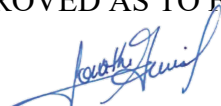


Sheizan Bawa, Plaintiff

Date: _____

Aaron Steed, CEO
Defendant Meathead

APPROVED AS TO FORM ONLY:



Jonathan Genish
Counsel For Plaintiff

Alden Parker,
Counsel For Defendant Meathead

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Plaintiff Sheizan Bawa ("Plaintiff") and Defendant Meathead Movers, Inc. ("Meathead") (jointly, the "Parties") hereby enter into this Amendment to PAGA Settlement Agreement ("Amendment") as of the date referenced below. The Amendment seeks to clarify and correct two inconsistencies within the PAGA Settlement Agreement ("Agreement") which the parties previously executed as follows:

Calculation of Individual PAGA Payment

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The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$123,875) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks worked during the PAGA Period.

This correction is made so that all aspects of the settlement process consistently use and rely on Workweeks worked by the Aggrieved Employees.

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On March 24, 2022, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action.

Date: _____

Date: 8/10/23

Sheizan Bawa, Plaintiff

Aaron Steed, CEO
Defendant Meathead

APPROVED AS TO FORM ONLY:

Jonathan Genish
Counsel For Plaintiff

Alden Parker, Rebecca Hause-Schultz
Counsel For Defendant Meathead

EXHIBIT 3

Date	Type of Expense	Description of Expense	Amount
3/17/2021	Mailing	Records Request	\$6.96
5/11/2021	Filing	LWDA: PAGA Filing	\$75.00
5/11/2021	Mailing	PAGA Notice to Meathead Movers	\$6.96
7/21/2021	Filing	First Legal: PAGA Complaint & Supporting Docs	\$1,761.25
8/13/2021	Filing	First Legal: Notice of CMC	\$34.25
8/24/2021	Filing	First Legal: POS of Summons	\$11.00
8/31/2021	Other	Deadlines.com	\$10.00
9/30/2021	Other	Deadlines.com	\$10.00
10/12/2021	Mediation	Mediation Payment - Mark Rudy	\$10,000.00
10/26/2021	Filing	First Legal: CMC Statement & POS	\$34.25
10/26/2021	Filing	First Legal: Notice of CMC	\$34.25
10/31/2021	Other	Deadlines.com	\$10.00
11/30/2021	Other	Deadlines.com	\$10.00
3/30/2022	Other	Payment to Berger Consulting Group, LLC	\$1,350.00
3/30/2022	Mailing	Mailing of Payment to Berger Consulting Group, LLC	\$4.28
4/1/2022	Filing	First Legal: Joint CMC Report	\$35.75
4/8/2022	Other	Court Call	\$94.00
7/25/2022	Filing	First Legal: Joint Status Conference Report	\$35.75
8/2/2022	Filing	First Legal: Notice of Rulings at Status Conference	\$35.75
11/22/2022	Filing	First Legal: Joint Status Conference Report	\$35.75
1/9/2023	Filing	First Legal: Proposed Stipulated Protective Order	\$58.80
1/12/2023	Filing	First Legal: Amended Proposed Stipulated Protective Order	\$58.80
1/16/2023	Other	Motion to Compel Depo Samples	\$23.60
3/13/2023	Deposition	First Legal: Depo of PMK (Volume I)	\$2,722.80
3/15/2023	Deposition	First Legal: Depo of PMK (Volume II)	\$3,031.60
3/28/2023	Filing	First Legal: Notice of Rulings at Status Conference	\$38.00
4/10/2023	Filing	First Legal: Filing of IDC Statement	\$81.75
4/14/2023	Filing	First Legal: Notice of Ruling	\$38.00
6/20/2023	Filing	First Legal: Notice of Settlement	\$38.00
Total:			\$19,686.55

1 **PROOF OF SERVICE**

2 *Sheizan Bawa v. Meathead Movers, Inc.* – Case No. 30-2021-01211895-CU-OE-CXC

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I, Stephany Sinaguinan, certify and declare as follows:

5 I am over eighteen years of age and not a party to the within action; my business address
6 is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 10, 2023, I served
7 a copy of the following document(s):

8 **DECLARATION OF JONATHAN M. GENISH IN SUPPORT OF PLAINTIFF'S MOTION**
9 **FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA COUNSEL FEES**
10 **PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA**
11 **REPRESENTATIVE ENHANCEMENT PAYMENT, AND ADMINISTRATION**
12 **EXPENSES PAYMENT**

13 on the interested parties as follows:

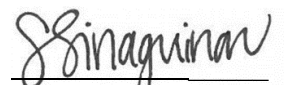
14 Alden J. Parker
15 Rebecca A. Hause-Schultz
16 Christina M. Anton
17 **FISHER & PHILLIPS LLP**
18 621 Capitol Mall, Suite 1400
19 Sacramento, California 95814
20 Telephone: (916) 210-0400
21 E-mails: aparker@fisherphillips.com
22 rhouse-schultz@fisherphillips.com
23 canton@fisherphillips.com
24 vrathke@fisherphillips.com
25 amalerbi@fisherphillips.com
26 dherrera@fisherphillips.com

27 *Attorneys for Defendant Meathead Movers, Inc.*

28 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to
be delivered to the above referenced addressee(s) via email from email address
ssina@blackstonepc.com pursuant to California Code of Civil Procedure section
1010.6(e)(1). I did not receive any electronic message or other indication that the
transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

Executed on August 10, 2023 at Beverly Hills, California.

26 
27 Stephany Sinaguinan
28