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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

CRISTIAN EVANGELISTA,
individually, and on behalf of other
members of the general public similarly
situated;

Plaintiff,

vs.

CHATSWORTH PRODUCTS, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

CRISTIAN EVANGELISTA,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

CHATSWORTH PRODUCTS, INC., a
Delaware corporation; and DOES through
100, inclusive,

Defendants.

Case No.: 21STCV30671 (consolidated with
21CHCV00828)

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**DECLARATION OF ELIZABETH PARKER-
FAWLEY IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 14, 2024
Time: 10:00 a.m.
Department: 6

Complaint Filed: August 19, 2021
Trial Date: None Set

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Cristian Evangelista (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers for Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers for Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers for Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From

1 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In
3 December of 2004, he obtained a license to practice law from the California State Bar. Since in or
4 around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
5 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
6 claims, race discrimination, unfair business practices, or consumer fraud. Together with other
7 attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated
8 cases involving the executive, administrative, and other overtime exemptions to the State of
9 California and federal overtime compensation requirements. Under his supervision, Lawyers for
10 Justice, PC has successfully obtained class certification by contested motion practice in
11 approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
12 representative action cases.

13 4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He
14 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
15 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
16 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
17 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
18 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
19 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
20 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
21 of the State of California and all United States District Courts in the State of California. He has
22 worked on many wage-and-hour class action and representative action cases, taking the lead in
23 taking and defending depositions, arguing motions, and attending mediations. He has played an
24 integral role in preparing matters for class certification, including and not limited to, successful
25 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
26 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
27 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
28 RG13680477). Under his supervision, dozens of class action or representative action cases have

1 resulted in settlements that have been granted court approval, including and not limited to, those
2 listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and has
3 worked on over two hundred and fifty (250) class action or representative action cases which have
4 resulted in settlement.

5 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received her
6 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
7 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
8 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
9 York (since 2013) and she is also admitted to practice in all U.S. District Courts in California, the
10 U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has
11 taken and defended dozens of depositions and successfully handled motion practice in class action
12 cases regarding discovery (including and not limited to, regarding class contact information), class
13 certification (both contested class certification and stipulated class certification), arbitration
14 agreements, coordination, and intervention. She has successfully handled briefing and oral argument
15 on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
16 efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply*
17 (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, *cert. denied* (Cal., May 24, 2017), *cert. denied*
18 (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant
19 experience with class actions, including and not limited to working on cases to obtain class
20 certification through contested motion practice and working on cases in the post-certification stage
21 (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation
22 in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600
23 individuals). She also has extensive experience with class action and/or representative action
24 settlements, and has handled this process in over three hundred (300) cases. Under Edwin Aiwazian,
25 Joanna Ghosh and Arby Aiwazian's supervision, Lawyers for Justice, PC has handled the class
26 certification and court approval process for hundreds of class action and/or representative action
27 matters that have successfully resolved. She is also a member of the California Employment Lawyers
28 Association.

6. I am the Director of Legal Operations at Lawyers for Justice, PC. In December 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions, handling cases in all stages of litigation from initial pleadings to assisting with class action trial matters, attending mediations, and preparing class action settlements. Previously, I was in the role of Manager of Litigation, in which I oversaw approximately twenty-five attorneys working on hundreds of employment class actions and representative actions, and provided internal training for our litigation practice group and post-bar law clerks. In my current role, I oversee the legal operations of the firm, review and advise attorneys on work product and practices, provide training, and supervise cases from their inception to final accounting. I am a member of the California Lawyers Association Labor & Employment Group and the California Employment Lawyers Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

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

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

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

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

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

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

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-
21 00136285.

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

27 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a national retailer of household items,

1 on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
2 approval of the class and PAGA representative action settlement. The San Francisco County
3 Superior Court Case Number is CGC-13-532344.

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

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

16 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
18 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
19 settlement. The Los Angeles County Superior Court Case Number is BC488069.

20 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
24 August 6, 2019, the court granted final approval of the class action settlement. The Alameda County
25 Superior Court Case Number is RG13680477.

26 m) LFJ represented the Plaintiffs in a PAGA representative action against a real
27 estate and property management company, on behalf of non-exempt employees. On November 4,
28

1 2016, the court granted approval of the PAGA representative action settlement. The Orange County
2 Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

3 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
5 exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA
6 representative action settlement. The San Francisco County Superior Court Case Number is CJC-
7 13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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

12 p) LFJ, on behalf of the Plaintiffs and respondent in a PAGA representative
13 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
14 employer's motion to compel arbitration, which resulted in a published opinion by the California
15 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App.
16 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket
17 No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
18 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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

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

1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

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

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

14 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
15 representative action against a chocolate company on behalf of non-exempt employees. On July 19,
16 2017, the court granted final approval of the class and PAGA representative action settlement. The
17 Alameda County Superior Court Case Number is RG15764300.

18 w) LFJ represented the plaintiff in a PAGA representative action, against the
19 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
20 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
21 Los Angeles County Superior Court Case Number is BC569664.

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

27 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt

1 employees. On December 11, 2017, the court granted final approval of the class and PAGA
2 representative action settlement. The Los Angeles County Superior Court Case Number is
3 BC569646.

4 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a property management company on
6 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
7 approval of the class and PAGA representative action settlement. The Los Angeles County Superior
8 Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is
9 4819.

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

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

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

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

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

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

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

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

22 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and
24 argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable
25 decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v.*
26 *Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the
27 PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-
28 2016-00005578-CU-OE-CTL.

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

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

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

18 mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a plastic packaging company on behalf
20 of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class
21 certification and certified a class. On November 8, 2021, the court granted approval of the partial
22 settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and
23 entered an order dismissing the action. The San Bernardino County Superior Court Case Number is
24 CIVDS1507361.

25 nn) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On August 27, 2021, the court granted final approval of

1 the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

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

7 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
9 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
10 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
11 Los Angeles County Superior Court Case Number is BC707670.

12 qq) LFJ represents the plaintiffs in a wage-and-hour class action against a chain
13 of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the
14 plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast
15 Number is CGC-20-582809.

16 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

17 8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and
18 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and
19 between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
20 employees, on the one hand, and Defendant Chatsworth Products, Inc. ("Defendant"), on the other
21 hand. The Parties and their counsel have approved the proposed Court Approved Notice of Class
22 Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached
23 to the Settlement Agreement as "**Exhibit A**" and respectfully request that the Court approve it as
24 well.

25 9. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
26 matter has translated into tangible monetary benefits for the Class Members in the following
27 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
28 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares

1 favorably with other similar class action settlements of this type given the strengths and weaknesses
2 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
3 increased significantly had the case progressed through certification, trial, and/or appeals.

4 10. Class Counsel has litigated the matter for approximately 3 years and was actively
5 preparing the matters for class certification and trial. The Parties engaged in extensive settlement
6 negotiations and participated in two full-day mediations. On October 25, 2022, the Parties
7 participated in a formal, full-day mediation conducted by Hon. Jeffrey Winikow (Ret.). Although
8 the mediation did not yield a settlement, parties continued to engage in settlement conversations
9 while returning to litigation efforts. On October 13, 2023, the Parties participated in a second formal,
10 full-day mediation conducted by Paul Grossman (Esq.), a well-respected mediator experienced in
11 mediating complex labor and employment matters, which resulted in a mutually acceptable
12 Mediator's Proposal. In the course of the litigation and in connection with the mediation and
13 settlement discussions, the Parties exchanged extensive information and engaged in discussions
14 regarding their evaluations of the case and various aspects of the case, including but not limited to,
15 the risks and delays of further litigation, the risks to the Parties of proceeding with class certification
16 and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods,
17 PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence
18 produced and analyzed, and the possibility of appeals, among other things. During all settlement
19 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.
20 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel
21 felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class
22 Counsel believed that they would be able to obtain class certification and prevail at trial. After
23 conducting investigations, formal and informal discovery and exchange of information, extensive
24 settlement negotiations, and with the aid of the mediators' evaluation, the Parties have agreed that
25 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
26 as well as the costs and risks to both sides that would attend further litigation. The Settlement is a
27 fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Class
28 Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the Aggrieved

1 Employees, against the Released Parties.

2 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
3 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff
4 conducted significant investigation and formal and informal discovery regarding the facts of the
5 case, including and not limited to, the exchange, review and analysis of thousands of pages of
6 documents and data obtained from Defendant, Plaintiff, and other sources. On October 27, 2022,
7 Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests
8 for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form
9 Interrogatories—General (Set One), and noticed the deposition of Defendant’s persons most
10 knowledgeable regarding Defendant’s organizational structure, and wage and hour practices (along
11 with requests for production of documents). Thereafter, on January 20, 2023, Defendant served its
12 objections and responses to Plaintiff’s written discovery requests. The volume of data and documents
13 that Class Counsel reviewed and analyzed included and was not limited to Plaintiff’s and other Class
14 Members time and pay data, employment records of Plaintiff, earnings statements, payroll reports,
15 Defendant’s Employee Handbooks, job descriptions, internal memoranda, operations and
16 employment practices, forms (including but not limited to Meal Waiver, Second Meal Consent, and
17 Meal Break Waiver – Employee Shift 6 Hours or Less), procedures, and policies, among other
18 information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class
19 Members to gather facts and identify potential witnesses. Counsel for the Parties also met and
20 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, the
21 *Belaire-West* notice, and the production of documents and data prior to the mediation. Class Counsel
22 also drafted pleadings, discovery, an *ex parte* application, and the mediation brief and prepared for
23 and attended court proceedings, two full days of mediation, and continued settlement negotiations,
24 among other tasks.

25 12. Counsel for the Parties have also invested time researching and investigating the
26 applicable law, which is constantly evolving as it relates to certification, representative PAGA
27 claims, off-the-clock theory, meal and rest periods, regular rate of pay, rounding, automatic
28 deduction of meal periods, state wage-and-hour law and enforcement, Plaintiff’s claims and

1 damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I
2 submit that the result achieved in this litigation is fair, adequate, and reasonable.

3 13. The Settlement provides for a Total Settlement Amount of \$600,000.00. The Net
4 Settlement Amount is the Total Settlement Amount less the following amounts subject to approval
5 by the Court: Enhancement Award, Settlement Administration Costs, PAGA Penalty Amount,
6 Attorneys' Fees and Costs to Class Counsel, and Prior Payment Credit. Assuming that the amounts
7 allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement
8 Amount that will be available for distribution to Settlement Class Members is currently estimated to
9 be \$244,966.27. Additionally, 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payments),
10 which is \$15,000.00 out of \$60,000.00, will be distributed to the Aggrieved Employees, for their
11 respective portion of the PAGA Penalty Amount. Furthermore, \$44,103.39 has already been
12 distributed to Class Members as part of Defendant's "unconditional payment and individual
13 settlement program." The Total Settlement Amount will be fully distributed in accordance with the
14 terms of the Settlement and there is no reversion to Defendant. Based on information provided by
15 Defendant, there are approximately 264 Class Members as of August 20, 2024.

16 14. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
17 Administrator") to handle the notice and settlement administration process. The Parties respectfully
18 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
19 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant will
20 compile from its records, which will include each Class Member's and Aggrieved Employee's full
21 name, last-known mailing address, Social Security Number, dates worked for Defendant during the
22 Class Period and, if applicable, during the PAGA Period, and such other information and data as
23 necessary for the Settlement Administrator to independently calculate the Workweeks ("Class List"),
24 and the Settlement Administrator will calculate each Class Member's estimated share of the Net
25 Settlement Amount ("Individual Settlement Share"). The Settlement Administrator will also receive
26 Requests for Exclusion from the Class Settlement, Notices of Objection to the Class Settlement, and
27 disputes regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and
28 transmit necessary taxes and withholdings; prepare and submit informational and other tax filings

1 and documents; issue and transmit all payments provided for by the Settlement, including and not
2 limited to, mailing Individual Settlement Payment checks to the Settlement Class Members; mailing
3 Individual PAGA Payment checks to Aggrieved Employees; and perform any other usual and
4 customary duties for administering a class action settlement. Settlement Administrator costs are
5 currently estimated not to exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00)
6 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

7 15. Based on investigation and information discovered, Class Counsel believes that there
8 is sufficient evidence to support the allegations made in the lawsuit, including the allegations that
9 Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to
10 properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and
11 to properly pay associated premium pay, failed to timely pay wages during employment and upon
12 termination of employment, failed to provide compliant wage statements, failed to maintain requisite
13 payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
14 business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys
15 General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class
16 Members were expected to perform similar job duties and/or were subject to the same or similar
17 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that
18 Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved
19 Employees were substantially the same during the time period at issue. As a result of said alleged
20 uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation
21 that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of
22 this litigation would be determined by Defendant's uniform operations and employment practices,
23 policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt
24 employees in California during the relevant time period.

25 16. Class Counsel is aware of the defenses and position of Defendant but believes that
26 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
27 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
28 and the difficulties and delays inherent in such litigation, including those involved in class

1 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
2 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
3 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
4 considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is
5 experienced and well-regarded in complex labor and employment matters.

6 17. Defendant, on the other hand, denied and continues to deny any liability and
7 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the
8 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
9 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
10 also had the opportunity to interview witnesses and review documents and information relating to
11 Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and
12 Defendant's operations and employment policies, practices, and procedures. The Parties also
13 reviewed and analyzed thousands of pages of documents and data to determine the potential value
14 and strength of the claims. The available information enabled Class Counsel to assess and value the
15 class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly,
16 the Parties have conducted adequate investigation and discovery to be sufficiently informed of the
17 nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the
18 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
19 strengths and weaknesses of each side's position and the uncertainty of how the case might have
20 concluded at certification, trial, and/or appeals.

21 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in
22 an amount of up to thirty-five percent (35%) of the Total Settlement Amount
23 (i.e., \$210,000.00, if the Total Settlement Amount remains \$600,000.00) and for Class Counsel to
24 apply for reimbursement of their actual costs and expenses, which will be paid out of the Total
25 Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has
26 borne all of the risks and costs of litigation and will not receive any compensation until recovery is
27 obtained.

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1 19. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as
2 an Enhancement Award, to be paid out of the Total Settlement Amount subject to approval by the
3 Court. Plaintiff spent considerable time and effort to produce relevant documents and past
4 employment records and to provide the facts and evidence necessary to attempt to prove the
5 allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain
6 information that would benefit the Class. Plaintiff also responded to Defendant's Requests for
7 Production of Documents, Set 1. Accordingly, it is appropriate and just for Plaintiff to receive an
8 Enhancement Award, in addition to her individual settlement payments, for her services on behalf
9 of the Class, Aggrieved Employees, and State of California.

10 20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in
11 the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that
12 the Settlement is within an acceptable range of recovery for this type of litigation given the strengths
13 and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks
14 associated with class certification, representative adjudication, trial, and/or appeals.

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

17 Executed on this 26th day of August 2024, at Glendale, California.

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20 Elizabeth Parker-Fawley
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EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Cristian Evangelista
4 (“Plaintiff” or “Class Representative”), on behalf of all others similarly situated and the State of
5 California with respect to aggrieved employees, and Defendant Chatsworth Products, Inc.
6 (“Defendant”), an employee-owned company (and, collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), and the California Labor & Workforce Development Agency (the “LWDA”) with respect the
9 Aggrieved Employees (as defined below), and on Defendant, subject to the terms and conditions hereof
10 and the approval of the Court.

11 **RECITALS**

12 1. On August 19, 2021, Plaintiff filed a Class Action Complaint for Damages (the “Class
13 Complaint”) against Defendant in the Superior Court of California for the County of Los Angeles, Case
14 No. 21STCV30671 (the “Class Action”), alleging causes of action for violation of (1) California Labor
15 Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure
16 to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure
17 to Provide Compliant Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197
18 and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to
19 Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages During
20 Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements), (8)
21 California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code
22 §§ 2800 and 2802 (Failure to Reimburse Business Expenses), and (10) California Business & Professions
23 Code § 17200, *et seq.*, on behalf of a putative class of all current and former hourly-paid or non-exempt
24 employees who worked for Defendant within the State of California at any time since August 19, 2017,
25 and putative subclasses.

26 2. On July 14, 2021, Plaintiff provided written notice to the California Labor & Workforce
27 Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code
28 that Defendant violated. On October 25, 2021, Plaintiff filed a Complaint for Enforcement Under the

1 Private Attorneys General Act against Defendant (the “PAGA Complaint”) in the Superior Court of
2 California for the County of Los Angeles, Case No. 21CHCV00828 (the “PAGA Action”), alleging a
3 single cause of action for civil penalties pursuant to the Private Attorneys General Act (“PAGA”) on
4 behalf of the State of California in connection with himself and the other aggrieved employees.

5 3. On January 13, 2022, the Court ordered that the Class Action and the PAGA Action are
6 related within the meaning of California Rules of Court, Rule 3.300(a). The Class Action, Case No.
7 21STCV30671, was assigned as the lead case.

8 4. On January 31, 2022, pursuant to a Stipulation filed by the Parties, the Court entered an
9 Order consolidating the Class Action and the PAGA Action (hereafter, the Class Action and PAGA Action
10 collectively referred to as the “Consolidated Action” or “Lawsuit”).

11 5. Defendant denies all material allegations set forth in the Consolidated Action, defined
12 below, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding
13 further litigation, Defendant desires to fully and finally settle the Consolidated Action and Released
14 Class Claims and Released PAGA Claims (as defined herein).

15 6. Class Counsel in the Consolidated Action diligently investigated the allegations asserted
16 in the Consolidated Action and evaluated the claims against Defendant, including any and all applicable
17 defenses and the applicable law. The investigation included, *inter alia*, the exchange of information,
18 data, and documents, and review of numerous corporate policies and practices. After reviewing
19 documents regarding Defendant’s wage-and-hour policies and practices, and analyzing Defendant’s time
20 and pay records, Class Counsel was able to evaluate the risks of continued litigation and prepared damages
21 models/analysis prior to mediation. Class Counsel also investigated the applicable law regarding the
22 claims and defenses asserted in the litigation.

23 7. On October 25, 2022, the Parties participated in an all-day mediation with Honorable
24 Jeffrey Winikow (Ret.), a respected mediator of complex wage and hour actions. However, the Parties
25 were unable to reach a resolution and thereafter resumed litigation of the Consolidated Action.

26 8. On October 13, 2023, the Parties participated in a second all-day mediation with Paul
27 Grossman, Esq. (“Mr. Grossman”), a respected mediator of complex wage and hour actions. With the
28 assistance of the Mr. Grossman’s evaluations, the Parties reached the settlement that is memorialized

herein. The settlement discussions were conducted at arm's-length, and the settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. Defendant has also actively investigated the facts surrounding the claims brought by Plaintiff on behalf of the putative class, and actively and aggressively defended themselves from said claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged. Defendant further asserts that it has complied with all applicable provisions of California statutory and common law and has a good faith belief based on existing law that its practices were, and are, in compliance.

10. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

11. The entry of Final Approval Order and Judgment in the Consolidated Action shall, as more specifically discussed herein, resolve all claims which were or reasonably could have been alleged in the Class, PAGA, and Operative Complaints (as defined in Paragraph 13(y) below) filed in the Consolidated Action, with the exception of any claims which might be retained by the respective Class Members who exclude themselves from the Settlement. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

12. Each of the forgoing Recitals is incorporated into this Agreement as if fully set forth in the body of the Agreement.

DEFINITIONS

13. The following definitions are applicable to this Settlement Agreement. Definitions

1 contained elsewhere in this Settlement Agreement will also be effective:

2 a. **“Aggrieved Employees”** means all current and former hourly-paid or non-
3 exempt employees who worked for Defendant in the State of California at any time during the period
4 from July 14, 2020 through the date of Preliminary Approval.

5 b. **“Attorneys’ Fees and Costs”** means attorneys’ fees approved by the Court for
6 Class Counsel’s litigation and resolution of the Consolidated Action and all actual costs incurred and to
7 be incurred by Class Counsel in the Consolidated Action, as set forth in Paragraph 18 below.

8 c. **“PAGA Notice”** means the July 14, 2021 letter Plaintiff sent to the LWDA and
9 Defendant, providing written notice of his intent to seek civil penalties under the Private Attorneys General
10 Act, California Labor Code section 2698, *et seq.*, for Defendant’s alleged violations of California Labor
11 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
12 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including and
13 not limited to, Wage Order Nos. 1-2001, 4-2001, and 7-2001.

14 d. **“Class Counsel”** or **“Plaintiff’s Counsel”** means Arby Aiwarzian, Joanna Ghosh,
15 and Elizabeth Parker-Fawley of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the
16 Class (as defined below).

17 e. **“Class List”** means a complete list of all Class Members and Aggrieved
18 Employees that Defendant will diligently and in good faith compile from their records and provide to
19 the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval. The Class
20 List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class
21 Member’s and Aggrieved Employee’s full name, last known mailing address, Social Security Number,
22 dates worked for Defendant during the Class Period and, if applicable, during the PAGA Period, and such
23 other information and data as necessary for the Settlement Administrator to independently calculate the
24 Workweeks (as defined below).

25 f. **“Class Member(s)”** or **“Class”** mean all current and former hourly-paid or non-
26 exempt employees who worked for Defendant in the State of California during the Class Period.

27 g. **“Class Notice”** means the Notice of Class Action Settlement, substantially in the
28 form attached as **“Exhibit A.”**

1 h. **“Class Period”** means the time period from August 19, 2017 through the date of
2 Preliminary Approval.

3 i. **“Class Representative”** or **“Plaintiff”** means Cristian Evangelista.

4 j. **“Class Settlement”** means the settlement and release of the Released Class
5 Claims.

6 k. **“Court”** means the Superior Court of the State of California for the County of
7 Los Angeles.

8 l. **“Defendant”** means Chatsworth Products, Inc.

9 m. **“Defendant’s Counsel”** means Kirstin E. Muller and Casey N. Engstrom of
10 Hirschfeld Kraemer LLP.

11 n. **“Effective Date”** means the date when all of the following events have occurred:
12 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel;
13 (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to
14 the Class Members and Aggrieved Employees, providing Class Members with an opportunity to object
15 to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final
16 Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following
17 events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding
18 opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other
19 appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing
20 the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal,
21 writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed
22 with no right to pursue further remedies or relief.

23 o. **“Enhancement Award”** means the amount to be paid to Plaintiff Cristian
24 Evangelista in recognition of his efforts and work in prosecuting the Consolidated Action and in
25 exchange for a general release, as set forth in Paragraph 19 below.

26 p. **“Final Approval”** means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 q. **“Final Approval Hearing”** means the hearing at which the Court will consider

and determine whether the Settlement should be granted Final Approval.

r. **“Final Approval Order and Judgment”** means the order or orders entered by the Court that, *inter alia*, finally approve(s) this Agreement and the Settlement, disposes of all issues raised in the Consolidated Action by way of judgment in conformity with California Rules of Court Rule 3.769, and awards and orders the payment of all required amounts pursuant to the terms of this Agreement.

s. **“Individual PAGA Payment”** means the payment of each Aggrieved Employee’s *pro rata* share of the 25% portion of the PAGA Penalty Amount, as provided in Paragraph 22(b).

t. **“Individual Settlement Payment”** means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 33 below.

u. **“Individual Settlement Share”** means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 22(a).

v. **“LWDA Payment”** means the amount payable to the LWDA as its share of the settlement of civil penalties paid under this Agreement pursuant to PAGA, as set forth in Paragraph 21.

w. **“Net Settlement Amount”** means the portion of the Total Settlement Amount that is available for distribution to Class Members for the Class Settlement, which is the Total Settlement Amount less the Court-approved Enhancement Award, Settlement Administration Costs, PAGA Penalty Amount, Attorneys’ Fees and Costs, and Prior Payment Credit.

x. **“Notice of Objection”** means a Class Member’s valid and timely written objection to the Class Settlement, which must include: (a) the case name and number of the Class Action; (b) the objector’s full name, signature, address, telephone number, and the last four digits of their Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

y. **“Operative Complaint”** means the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et

Seq., that the Parties contemplate will be filed in the Consolidated Action to implement the Settlement, the agreed upon form of which is attached hereto as “**Exhibit B**”

z. “**PAGA Penalty Amount**” means the portion of the Settlement Amount that the Parties have allocated toward civil penalties under PAGA, for the PAGA Settlement, as set forth in Paragraph 21. From this amount, seventy-five percent (75%) will be paid to the LWDA and twenty-five percent (25%) will be distributed to Aggrieved Employees, in accordance with Paragraph 22(b). Class Counsel shall give timely notice of this Settlement to the LWDA under Labor Code section 2699(l)(2).

aa. “**PAGA Period**” means the period from July 14, 2020 through the date of Preliminary Approval.

bb. “**PAGA Settlement**” means the settlement and release of the Released PAGA Claims.

cc. “**Parties**” means Plaintiff and Defendant, collectively, and “**Party**” means either Plaintiff or Defendant.

dd. “**Preliminary Approval**” means entry of the Court order granting preliminary approval of the Settlement Agreement.

ee. “**Preliminary Approval Order**” means the order entered by the Court that preliminarily approves the terms and conditions of this Agreement, including the content of the Class Notice, and setting a Final Approval Hearing.

ff. “**Prior Payment Credit**” means the payment previously paid by Defendant to a Class Member in connection with Defendant’s unconditional payment and individual settlement program.

gg. “**PAGA Notice**” means the July 14, 2021 letter Plaintiff sent to the LWDA and Defendant, providing written notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

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1 hh. **“Released Class Claims”** means any and all claims, rights, penalties, demands,
2 damages, debts, accounts, duties, liens, charges, complaints, causes of action, obligations, or liabilities
3 under state, federal, or local law, arising from any of the facts alleged in the Operative Complaint, arising
4 during the Class Period, which were claimed or could have been claimed, including but not limited to
5 claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510,
6 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare
7 Commission Wage Orders (including *inter alia*, Wage Orders Nos. 1-2001, 4-2001 and 7-2001),
8 regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant
9 meal periods and associated premiums, failure to provide compliant rest periods and associated premiums,
10 failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages
11 during employment, failure to provide compliant wage statements, failure to keep requisite payroll
12 records, failure to reimburse necessary business expenses, and violation of California’s unfair competition
13 law.

14 ii. **“Released PAGA Claims”** means any and all claims for civil penalties under the
15 Private Attorneys General Act (California Labor Code § 2698, et seq.), arising from any of the facts
16 alleged in Plaintiff’s PAGA Notice, arising during the PAGA Period, which were claimed or could have
17 been claimed including, but not limited to, for violations of California Labor Code §§ 201, 202, 203,
18 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5
19 and California Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001 and 7-2001 for failure
20 to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to
21 provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely
22 pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant
23 wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business
24 expenses.

25 jj. **“Released Parties”** means Defendant, and all of its present and former parent
26 companies, subsidiaries, and divisions, and their shareholders, directors, past or present officers, agents,
27 employees, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and
28 ///

1 reinsurers, successors, and assigns, and their respective successors and predecessors in interest,
2 subsidiaries, affiliates, parents and attorneys, if any.

3 kk. **“Request for Exclusion”** means a Class Member’s valid and timely written letter
4 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
5 contain the case name and number of the Class Action; (b) be signed by the Class Member; (c) contain
6 the full name, address, telephone number, and the last four digits of the Social Security Number of the
7 Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included
8 in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified
9 address, postmarked on or before the Response Deadline.

10 ll. **“Response Deadline”** means the deadline by which Class Members must submit
11 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
12 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
13 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
14 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
15 Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s
16 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
17 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
18 Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the
19 original deadline.

20 mm. **“Settlement Administrator”** means Simpluris, Inc., or any other third-party class
21 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
22 administering this Settlement. The Parties and their counsel each represent that they do not have any
23 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
24 Administrator that could create a conflict of interest.

25 nn. **“Settlement Administration Costs”** means the costs payable from the Settlement
26 Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as
27 set forth in Paragraph 20 below.

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oo. **“Settlement Class Members”** means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

pp. **“Total Settlement Amount”** or **“TSA”** means the amount of six hundred thousand dollars and no cents (\$600,000.00). Defendant will pay the Total Settlement Amount less the Prior Payment Credit amount of Forty-Four Thousand One Hundred Three Dollars and Thirty-Nine Cents (\$44,103.39) for a total of Five Hundred Fifty-Five Thousand Eight Hundred Ninety-Six Dollars and Sixty-One Cents (\$555,896.61)(the “Settlement Amount”) in full resolution of all Released Class Claims, Released PAGA Claims, and the Consolidated Action, which includes all Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalty Amount, Net Settlement Amount to be paid to the Settlement Class Members, applicable employee-side taxes thereon, and Settlement Administration Costs. The employer’s share of taxes on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Settlement Amount.

qq. **“Workweeks”** means the number of weeks each Class Member and/or Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period and/or PAGA Period, which will be calculated by the Settlement Administrator based on information provided by Defendant by way of the Class List.

CLASS CERTIFICATION

14. For the purposes of this Settlement only, the Parties stipulate that, if approved, certification of the Settlement Class is a conditional certification for settlement purposes only.

15. The Parties agree that certification of the Class for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval or Judgment thereon not become final, the Parties' stipulation to conditional class certification as part of the Settlement shall become null and void *ab initio* without further action by the Court or by any of the Parties. In such circumstances, each Party shall retain all of their respective rights and shall be returned to their relative legal positions prior to execution of the Agreement. Neither this Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in

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1 this Litigation or any other legal proceeding, except for the enforcement of same. This is a global
2 settlement contingent on resolution of all claims asserted by the Settlement Class.

3 16. The Parties and Class Counsel agree that, if approved, certification of the Settlement Class
4 for settlement purposes is in no way an admission by Defendant that class certification is proper in any
5 other litigation, including other wage-and-hour cases, pending against Defendant or that may in the future
6 be filed against Defendant.

7 **TERMS OF AGREEMENT**

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

10 17. Funding of the Settlement Amount. Within fifteen (15) calendar days after the Effective
11 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid
12 by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days of
13 the Effective Date, Defendant will make a one-time deposit of the Settlement Amount, along with any
14 employer-side tax obligations associated with the Settlement Amount, into a settlement account to be
15 established by the Settlement Administrator. Within seven (7) calendar days of the funding of the
16 Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and
17 approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b)
18 Individual PAGA Payments to Aggrieved Employees; (c) LWDA Payment to the LWDA; (d)
19 Enhancement Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement
20 Administration Costs to the Settlement Administrator. The Parties agree that this is a non-reversionary
21 Settlement and that no portion of the Total Settlement Amount shall revert to Defendant.

22 18. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
23 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$210,000.00
24 if the Total Settlement Amount remains \$600,000) and reimbursement of actual costs and expenses
25 associated with Class Counsel's litigation and settlement of the Consolidated Action to Class Counsel,
26 both of which will be paid from the Settlement Amount subject to Court approval. These amounts will
27 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
28 the litigation of the Consolidated Action, including without limitation all work performed and costs

1 incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining
2 the Court's approval of this Settlement Agreement, including any objections raised and any appeals
3 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
4 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
5 With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may
6 purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles,
7 for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the
8 Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the
9 Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any fees
10 associated with the purchase of any attorney fee deferral vehicle by the Settlement Administrator.
11 Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth
12 above, the difference between the lesser amount approved by the Court and the amount allocated toward
13 the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement
14 Class Members.

15 19. Enhancement Award. In recognition of his efforts and work in prosecuting the
16 Consolidated Action, Defendant agrees not to oppose or impede any application or motion for an
17 Enhancement Award in an amount up to ten thousand dollars (\$10,000.00) to Plaintiff Cristian
18 Evangelista. The Enhancement Award, which will be paid from the Settlement Amount, subject to Court
19 approval, will be in addition to his Individual Settlement Payment and Individual PAGA Payment (if
20 applicable) that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS
21 Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible
22 for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
23 received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for
24 taxes, penalties, or interest arising as a result of the Enhancement Award. Should the Court approve the
25 Enhancement Award to Plaintiff in an amount that is less than that set forth above, the difference between
26 the lesser amount approved by the Court and the amount allocated toward the Enhancement Award will
27 be part of the Net Settlement Amount for the benefit of Settlement Class Members.

28 ///

1 20. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
3 which is currently estimated not to exceed Nine Thousand Five Hundred Dollars and No Cents
4 (\$9,500.00). These costs, which will be paid from the Settlement Amount, subject to Court approval,
5 will include, *inter alia*, translating the Class Notice into Spanish, printing, distributing, and tracking
6 Class Notices and other documents for this Settlement, calculating and distributing payments due under
7 the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
8 and remittances, providing necessary reports and declarations, resolving disputes, as set forth in Paragraph
9 26 below, and other duties and responsibilities set forth herein to process this Settlement, and as requested
10 by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount
11 stated herein, such excess amount will be deducted from the Settlement Amount, subject to approval by
12 the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs
13 which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required
14 settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement
15 Class Members.

16 21. Labor and Workforce Development Agency Payment. Subject to approval by the Court,
17 the Parties agree that the amount of sixty thousand dollars (\$60,000.00) from the Settlement Amount will
18 be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
19 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$45,000.00, will be
20 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$15,000.00, will be
21 distributed to Aggrieved Employees on a *pro rata* basis, based on Workweeks during the PAGA Period
22 (i.e., Individual PAGA Payment).

23 22. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members
24 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
25 Aggrieved Employees shall not be required to submit a claim in order to receive a share of the PAGA
26 Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendant.

27 a. Individual Settlement Shares will be calculated and apportioned from the Net
28 Settlement Amount based on the Class Members' Workweeks, as follows:

1 i. After Preliminary Approval of the Settlement, the Settlement Administrator
2 will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated
3 Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated
4 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible
5 to receive under the Settlement.

6 ii. After Final Approval of the Settlement, the Settlement Administrator will
7 divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the
8 “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the
9 Final Workweek Value to yield his or her Individual Settlement Share.

10 b. Individual PAGA Payments will be calculated and apportioned from the 25% of
11 the PAGA Penalty Amount payable to Aggrieved Employees, based on the Aggrieved Employees’
12 Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide 25% of the
13 PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield
14 the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual Workweeks during
15 the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

16 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are actually
18 issued to the payee. It is expressly understood and agreed that payments made under this Settlement
19 shall not in any way entitle Plaintiff, Settlement Class Members, and/or Aggrieved Employees to
20 additional compensation or benefits, or any bonus or other compensation or benefit plan or agreement
21 in place during the Class Period, nor will it entitle any Settlement Class Member and/or Aggrieved
22 Employee to any increased profit-sharing plans, stock purchase plans, retirement, 401K benefits or
23 matching benefits, deferred compensation benefits (notwithstanding any contrary language or
24 agreement in any benefit or compensation plan document that might have been in effect during the Class
25 Period), or any other additional benefits under any other benefit plans for which Class Members may be
26 eligible. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights,
27 contributions, or amounts to which any Class Members and/or Aggrieved Employees may be entitled to
28 under any benefit plans.

1 24. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
2 Approval, Defendant will provide the Class List to the Settlement Administrator.

3 25. Notice by First-Class U.S. Mail.

4 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
5 the Settlement Administrator will perform a search based on the National Change of Address Database
6 or any other similar services available, such as provided by Experian, for information to update and
7 correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached
8 as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the
9 most current, known mailing addresses identified by the Settlement Administrator.

10 b. With respect to Class Notices that are returned as undeliverable on or before the
11 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
12 trace and perform a single re-mailing of the Class Notice within five (5) calendar days.

13 26. Dispute Regarding Workweeks. Class Members and Aggrieved Employees will have an
14 opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their
15 respective Class Notices. In order to dispute Workweeks, Class Members and/or Aggrieved Employees
16 must submit a written letter to the Settlement Administrator that: (a) contains the case name and number
17 of the Consolidated Action, (b) is signed by the Class Member and/or Aggrieved Employee, (c) contains
18 the full name, address, telephone number, and the last four digits of the Social Security Number of the
19 disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or
20 Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she
21 contends is the correct number to be credited to him or her, (e) includes information and/or attaches
22 documentation demonstrating that the number of Workweeks that he or she contends should be credited
23 to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified
24 address, postmarked on or before the Response Deadline. The date of the postmark on the mailing
25 envelope on the submission will be the exclusive means to determine whether a dispute has been timely
26 submitted. Absent information indicating that Defendant's records and data are inaccurate as they
27 pertain to the number of Workweeks to be credited to a disputing Class Member and/or Aggrieved
28 Employee, Defendant's records will be presumed correct and determinative of the dispute. However, if

1 a Class Member and/or Aggrieved Employee produces information and/or documents to the contrary,
2 the Settlement Administrator will evaluate the materials submitted by the Class Member and/or
3 Aggrieved Employee and the Settlement Administrator will resolve and determine the number of eligible
4 Workweeks that the disputing Class Member and/or Aggrieved Employee should be credited with under
5 the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
6 appealable. All disputes shall be decided within ten (10) business days of the Response Deadline.

7 27. Settlement Checks. The Settlement Administrator will be responsible for undertaking
8 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
9 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
10 Aggrieved Employees, in accordance with this Settlement Agreement. The Settlement Administrator
11 may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way
12 of a single check that combines both payments (if applicable). Each Individual Settlement Payment and
13 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar
14 days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with
15 such cancelled checks will be transmitted to the the *cy pres*, Employee Ownership Foundation, in
16 accordance with California Code of Civil Procedure section 384. Pursuant to Code of Civil Procedure
17 section 384, the Court shall set a date when Plaintiff shall report to the Court the total amount that was
18 actually paid to Settlement Class Members. After this report is received, the Court shall amend the
19 judgment and direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or
20 abandoned funds associated with cancelled checks, plus interest that has accrued on those funds (if any),
21 to the Employee Ownership Foundation. The Parties and their counsel each represent that they do not
22 have any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres*
23 recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended
24 and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax
25 laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or
26 Individual PAGA Payment checks. All Settlement Class Members and Aggrieved Employees shall be
27 bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or
28 otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check

1 or not. Settlement Class Members and Aggrieved Employees whose Individual Settlement Payment
2 checks and/or Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this
3 Settlement Agreement.

4 28. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
5 wishing to be excluded from the Class Settlement must submit timely and valid Request for Exclusion
6 to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. The date of
7 the postmark on the mailing envelope will be the exclusive means to determine whether a Request for
8 Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel
9 and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
10 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
11 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
12 Request for Exclusion is prohibited from making any objection to the Class Settlement. Aggrieved
13 Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to
14 opt out of the Class Settlement.

15 29. Effect of Seeking Exclusion from the Class Settlement. Any Class Member who does not
16 affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for
17 Exclusion will be bound by all terms of the Class Settlement, including and not limited to those
18 pertaining to the release of Released Class Claims, as well as any judgment that may be entered by the
19 Court if it grants Final Approval to the Settlement, as it pertains to the Class Settlement. Any Class
20 Member who submits a timely and valid Request for Exclusion is nevertheless bound to the PAGA
21 Settlement if he or she is an Aggrieved Employee, as well as any judgment that may be entered by the
22 Court if it grants Final Approval to the Settlement, as it pertains to the PAGA Settlement. Prior to the
23 Final Approval Hearing, the Settlement Administrator will provide a declaration for filing with the Court
24 that identifies by full name, those individuals who submit timely and valid Requests for Exclusion.

25 30. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
26 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
27 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked
28 on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class

Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class Members who postmark timely Notices of Objection will have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from any order or judgment entered by the Court in furtherance of this Settlement Agreement. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. Prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration for filing with the Court that attaches all Notices of Objection that it receives, as an exhibit.

31. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

32. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

33. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: fifteen percent (15%) wages and eighty-five percent (85%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The

1 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to
2 the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for
3 their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
4 and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred
5 percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS
6 Form-1099, if necessary. The employer's share of taxes and contributions on the wages portion of
7 Individual Settlement Shares will be paid by Defendant separately and in addition to the Settlement
8 Amount.

9 34. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
10 will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, and Class
11 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
12 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
13 payroll taxes, contributions, and withholdings to the appropriate government authorities.

14 35. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
15 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
16 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
17 Class Members, Aggrieved Employees, and Class Counsel understand and agree that, except for
18 Defendant's payment of the employer's share of taxes and contributions on the wages portion of
19 Individual Settlement Shares, they will be solely responsible for correctly characterizing any
20 compensation received under the Settlement on their personal income tax returns and paying any and
21 all taxes due for any and all amounts paid to them under the Settlement.

22 36. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
28 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE

OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

37. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

38. Release of Released Class Claims. Upon the Effective Date and full funding of the Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members), together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all of the Released Parties, or any of them, of all Released Class Claims.

39. Release of Released PAGA Claims. Upon the Effective Date and full funding of the Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees, together and

1 individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators,
2 agents, and attorneys, shall be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged all of the Released Parties, or any of them, of all Released PAGA Claims.

4 40. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
5 funding of the Total Settlement Amount, Plaintiff and his former and present spouses, representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have fully released and
7 discharged the Released Parties of and from all claims arising from his employment with Defendant,
8 separation of employment from Defendant, and any acts that have or could have been asserted in any legal
9 action or proceeding against Defendant, whether known or unknown, arising under any federal, state
10 and/or local law, or statute, ordinance, regulation, common law, or other source of law, including, *inter*
11 *alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities
12 Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor
13 Relations Act, California Corporations Code, California Business and Professions Code, Orders of the
14 California Industrial Welfare Commission, California Fair Employment and Housing Act, California
15 Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment,
16 retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional
17 distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising
18 on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff
19 in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available
20 under California Civil Code Section 1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
22 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
23 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.

24 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
25 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
26 and release all claims he now has against the Released Parties, whether known or unknown, suspected or
27 unsuspected. The Enhancement Award will be paid to Plaintiff specifically in exchange for the general
28 release of the Released Parties from all claims, including those specified in this paragraph and a covenant

1 not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not
2 extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims
3 that may not be released by law.

4 41. Confidentiality. Neither Plaintiff nor Class Counsel will publicize this settlement by
5 Defendant's name or locations through a press release, posting on counsels' website, in social media or by
6 any other public means, other than court filings and proceedings associated with the Settlement. Nothing
7 in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with his spouse,
8 attorneys or tax advisor; (ii) Plaintiff from discussing the settlement with other Settlement Class Members
9 after the Settlement has been preliminarily approved by the Court; or (iii) Class Counsel from
10 communicating with Class Members in this case or with the Court in which the Consolidated Action is
11 pending or submitting the Settlement Agreement to the LWDA as required by statute.

12 42. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
13 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
14 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
15 be responsible for drafting and submitting this Settlement Agreement to the LWDA and the Court in
16 support of said motion. Class Counsel will provide Defendant's Counsel a draft of the motion at least
17 seven (7) calendar days before the filing deadline. Defendant agrees not to oppose the motion as long as
18 it is consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an
19 order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
20 following:

- 21 a. Conditionally certifying the Class for settlement purposes only;
- 22 b. Granting Preliminary Approval of the Settlement;
- 23 c. Preliminarily appointing Plaintiff as representative of the Class;
- 24 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 25 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
26 Notice and directing its mailing to the Class by First Class U.S. mail;
- 27 f. Approving the manner and method for Class Members to request exclusion from
28 or object to the Class Settlement as contained herein and within the Class Notice; and

1 g. Scheduling a Final Approval Hearing at which the Court will determine whether
2 the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class
3 Members, State of California, and Aggrieved Employees.

4 43. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to
6 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
7 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;
8 (d) Attorneys’ Fees and Costs; (e) Enhancement Award; and (f) Settlement Administration Costs. The
9 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
10 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval
11 of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the motion at least seven
12 (7) calendar days before the filing deadline. By way of said motion, Plaintiff will apply for the entry of
13 a mutually-agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which
14 will provide for, in substantial part, the following:

15 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
16 consummation of its terms and provisions;

17 b. Certification of the Class for settlement purposes;

18 c. Awarding Attorneys’ Fees and Costs to Class Counsel;

19 d. Awarding Enhancement Award to Plaintiff;

20 e. Awarding Settlement Administration Costs to Settlement Administrator;

21 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
22 ordered by the Court; and

23 g. Entering judgment in the Consolidated Action, while maintaining continuing
24 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

25 44. Termination or Revocation of Settlement.

26 a. If five percent (5%) or more of the Class Members submit timely and valid
27 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must
28 exercise this right of rescission in writing that is provided to Class Counsel within twenty-one (21)

1 calendar days of the Response Deadline, or any fifteen (15) calendar day extension thereto. If Defendant
2 exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement
3 Administrator incurred up to the date the Settlement Administrator is notified that the Settlement has been
4 rescinded.

5 b. If the Court finds the Total Settlement Amount to be insufficient to warrant
6 Preliminary Approval or Final Approval of the Settlement, Defendant may, at their election, rescind the
7 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void. Defendant
8 must exercise this right of rescission in writing that is provided to Class Counsel.

9 c. Defendant has represented that during the Class Period it has paid for
10 approximately one hundred eighty thousand (180,000) hours of overtime with total payments
11 approximating five million five hundred thousand dollars (\$5,500,000). If this representation is materially
12 false, Plaintiff may rescind the Settlement Agreement. Plaintiff must exercise this right of rescission in
13 writing that is provided to Defendant's Counsel within twenty-one (21) calendar days of the Response
14 Deadline, or any fifteen (15) calendar day extension thereto.

15 45. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
16 have the following effects, except as otherwise specifically provided herein:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and no
18 Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no
20 obligation to make any payments to any Party, Class Member, Aggrieved Employee, the State of
21 California, or attorney, except that the terminating Party shall pay the Settlement Administrator for
22 services rendered up to the date the Settlement Administrator is notified that the Settlement has been
23 terminated;

24 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
25 any order certifying the Class, shall be vacated;

26 d. The Settlement Agreement and all negotiations, statements and proceedings
27 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
28 to their respective positions in the Consolidated Action prior to the execution of the Settlement Agreement;

1 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
2 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
3 shall be admissible or offered into evidence in the Consolidated Action or any other action for any purpose
4 whatsoever; and

5 f. Any documents generated to bring the Settlement into effect, will be null and
6 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
7 likewise be treated as void from the beginning.

8 46. Escalator Clause. Defendant represents that, for the period of August 19, 2017 to
9 September 24, 2023, there were approximately 36,167 Workweeks. If it is determined that the total
10 number of Workweeks during this time period actually exceeds 36,167 by more than ten percent (10%)
11 (i.e., if the total number of Workweeks for the stated period exceeds 39,784), then, the Total Settlement
12 Amount will be increased on a proportional basis by the same number of percentage points above ten
13 percent (10%) (e.g., if the number of Workweeks for the time period of August 19, 2017 to September
14 24, 2023 actually exceeds 36,167 by 11% to 40,145 Workweeks, the Total Settlement Amount will
15 increase by 1%). The Settlement Administrator will calculate the differences consistent with this clause
16 and report to counsel for both Parties.

17 47. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

22 48. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
23 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
24 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

25 49. Entire Agreement. This Settlement Agreement and any attached exhibits contain the
26 entire agreement between the Parties relating to the Settlement and transaction contemplated hereby,
27 and all prior or contemporaneous agreements, understandings, representations, and statements, whether
28 oral or written and whether by a Party or such Party's legal counsel, are merged herein. The Parties

expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

50. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Consolidated Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

51. Amendment. The Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval.

52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

53. Signatories. It is agreed that because the Class Members and Aggrieved Employees are so numerous, it is impossible or impractical to have each of them execute this Settlement Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and Aggrieved Employee.

///

1 54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 55. California Law Governs. All terms of this Settlement Agreement and attached exhibits
4 hereto will be governed by and interpreted according to the laws of the State of California.

5 56. Execution and Counterparts. This Settlement Agreement is subject only to the execution
6 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
8 signature page, will be deemed to be one and the same instrument.

9 57. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Consolidated Action and
11 have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation,
12 taking into account all relevant factors, present and potential. The Parties further acknowledge that they
13 are each represented by competent counsel and that they have had an opportunity to consult with their
14 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the
15 Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement
16 and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not
17 the Settlement is objectively fair and reasonable.

18 58. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable.

22 59. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
23 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees
24 to fully cooperate to implement this Settlement.

25 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
26 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
27 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
28 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated

pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

61. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

63. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

64. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

65. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Kirstin E. Muller, Esq.
Casey N. Engstrom, Esq.
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401

66. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment will be required to be provided to the Class.

67. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

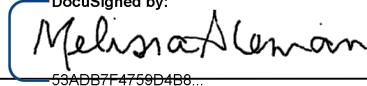
PLAINTIFF CRISTIAN EVANGELISTA

Dated: _____, 2024

Cristian Evangelista, Plaintiff

DEFENDANT CHATSWORTH PRODUCTS, INC.

Dated: 8/2/2024, 2024

DocuSigned by:


53ADB7F4759D4B8...
Melissa Aleman
Full Name: _____

Title: Chief Human Resources Officer
On behalf of Chatsworth Products, Inc.

To Plaintiff and Class Counsel:

Arby Aiwanian, Esq.
Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Kirstin E. Muller, Esq.
Casey N. Engstrom, Esq.
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 07/31, 2024

PLAINTIFF CRISTIAN EVANGELISTA

Electronically Signed 2024-07-31 22:42:27 UTC - 172.56.122.202
Nintex AssureSign® 9aaa5fa2-0db0-4916-8a39-b1b901770c0f

Cristian Evangelista, Plaintiff

DEFENDANT CHATSWORTH PRODUCTS, INC.

Dated: _____, 2024

Full Name: _____

Title: _____
On behalf of Chatsworth Products, Inc.

1 **APPROVED AS TO FORM**

LAWYERS for JUSTICE, PC

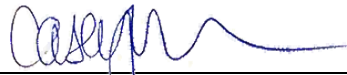
2
3 Dated: August 8, 2024



Edwin Aiwazian Elizabeth Parker-Fawley
Attorneys for Plaintiff Cristian Evangelista and Proposed
Class Counsel

6
7 **HIRSCHFELD KRAEMER LLP**

8 Dated: August 2, 2024



Kirstin E. Muller
Alia L. Chaib
Casey N. Engstrom
Attorneys for Defendant Chatsworth Products, Inc.