

EDWIN AIWAZIAN, SBN 239372
edwin@calljustice.com
JOANNA GHOSH, SBN 272479
joanna@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiffs
HENRY PEREZ and HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, JR., HENRY JOHNNY PEREZ III, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown business entity; MNRO HOLDINGS, LLC, a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

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

**DECLARATION OF HEATHER DAVIS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 4, 2024

Time: 9:00 a.m.

Dept.: 6

Complaint Filed: March 11, 2021

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Heather Davis, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, attorneys of record for named Plaintiffs HENRY PEREZ, JR. and HENRY JOHNNY PEREZ III (collectively “Plaintiffs”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions involving some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work, and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviewing hundreds of putative class members as well as drafting extensive state, federal, and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to
2 written discovery; drafting and opposing discovery related motions; arguing discovery related
3 motions; drafting motions to consolidate related matters; interviewing putative class members and
4 obtaining declarations in connection with class certification; drafting oppositions to motions for
5 class certification; drafting motions for decertification following class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
7 prevailing at class certification and potential damages resulting from such claims; drafting
8 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs and
9 putative class members; deposing retained expert witnesses; and defending the depositions of
10 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
11 of a matter through and beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
16 of employees against employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to any meal and rest premiums and failure to provide accurate wage records.
19 The practice of employment law is a very specific, narrow field which requires diligence in an
20 ever-evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class
25 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*
26 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*
27 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
28 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,

class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Assets Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497-VC (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BC578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in

- 1 settlement);
- 2 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in
- 4 settlement);
- 5 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court
- 6 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 7 settlement);
- 8 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage
- 9 and hour class action appointing Protection Law Group, LLP as class counsel in
- 10 settlement);
- 11 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court
- 12 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 13 settlement);
- 14 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage
- 15 and hour class action appointing Protection Law Group, LLP as class counsel in
- 16 settlement);
- 17 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 18 District of California appointing Protection Law Group, LLP as class counsel in
- 19 settlement);
- 20 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV530405 (San Mateo County
- 21 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 22 class counsel in settlement);
- 23 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
- 24 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 25 class counsel in settlement);
- 26 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
- 27 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 28 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage

1 and hour class action appointing Protection Law Group, LLP as class counsel in
2 settlement);

- 3 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County
4 Superior Court wage and hour class action appointing Protection Law Group, LLP as
5 class counsel in settlement);
- 6 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
7 Arbitration Association wage and hour class action appointing Protection Law Group,
8 LLP as class counsel in settlement);
- 9 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
10 Court wage and hour class action appointing Protection Law Group, LLP as class
11 counsel in settlement);
- 12 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior
13 Court wage and hour class action appointing Protection Law Group, LLP as class
14 counsel in settlement);
- 15 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior
16 Court wage and hour class action appointing Protection Law Group, LLP as class
17 counsel in settlement);
- 18 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County
19 Superior Court wage and hour class action appointing Protection Law Group, LLP as
20 class counsel in settlement);
- 21 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San
22 Bernardino County Superior Court wage and hour class action appointing Protection
23 Law Group, LLP as class counsel in settlement);
- 24 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior
25 Court wage and hour class action appointing Protection Law Group, LLP as class
26 counsel in settlement);
- 27 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino
28 County Superior Court wage and hour class action appointing Protection Law Group,

- LLP as class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County

- Superior Court approving PAGA Settlement);
- *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);
 - *Marin v. Community Convalescent Center of Montclair, Inc. dba Community Extended Care of Montclair*, CIVDS2015732 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Tiscareno, et al. v. Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions*, BC695668 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Collie, et al. v. The ICEE Company, et al.*, CIVDS1611741 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
 - *Sanchez, et al. v. Community Tree Service, Inc.*, CIVSB2116442 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement).

10. I am fully familiar with the legal and factual issues in the Action and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. The Settlement presented here only resulted after having engaged in extensive discovery and investigation and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interest of the Class, Aggrieved Employees, and the State of California.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

12. Defendants Monro, Inc. and MNRO Holdings, LLC (erroneously sued as "Monro Holdings, LLC") (collectively "Defendants") operate automotive services and tire dealers which

1 provide services throughout California. Defendants employed Plaintiff HENRY PEREZ
2 (“Plaintiff Perez”) to work as an hourly-paid, non-exempt employee from approximately October
3 2019 to approximately September 2020. Defendants employed Plaintiff HENRY JOHNNY
4 PEREZ III (“Plaintiff Perez III”) to work as an hourly-paid, non-exempt employee from
5 approximately September 2019 to approximately July 2020. *See also* Declaration of Henry Perez
6 in Support of Motion for Final Approval (“Perez Decl.”) ¶ 2; Declaration of Henry Johnny Perez
7 III in Support of Motion for Final Approval (“Perez III Decl.”) ¶ 2.

8 13. On March 11, 2021, Plaintiff Perez filed a class action complaint with the Los
9 Angeles County Superior Court, Case No. 21STCV09582 (“Class Action”), against Defendants
10 alleging the following ten (10) causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period
11 Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not
12 Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage
13 Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses;
14 and (10) Violation of California Business & Professions Code § 17200, *et seq.*

15 14. On July 8, 2021, Plaintiff Perez III provided notice to the California Labor and
16 Workforce Development Agency (“LWDA”) and Defendants of his intent to seek civil penalties
17 pursuant to the Private Attorneys General Act (the “PAGA”) for violations of California wage
18 and hour laws.

19 15. On July 9, 2021, Plaintiff Perez provided notice to the LWDA and Defendants of
20 his intent to seek civil penalties pursuant to the PAGA for violations of California wage and hour
21 laws.

22 16. After more than sixty-five (65) days since the mailings for Plaintiffs’ PAGA
23 Notice Letters and the LWDA not having indicated that it intended to investigate the violations
24 discussed in the PAGA Notice Letters, on September 13, 2021, Plaintiffs filed a Representative
25 Action Complaint with the Los Angeles County Superior Court, Case No. 21LBCV00478,
26 alleging a single cause of action under PAGA (the “PAGA Action”).

27 17. On December 9, 2021, Defendant MNRO Holdings, LLC propounded extensive
28 discovery on Plaintiff Perez including Special Interrogatories, Set One; Form Interrogatories –

1 Employment Law, Set One; and Request for Production of Documents, Set One in the Class
2 Action.

3 18. On December 22, 2021, Defendants filed a Notice of Related Case in the Class
4 Action and the PAGA Action.

5 19. On January 17, 2022, Plaintiff Perez served responses and documents responsive
6 to Defendant MNRO Holdings, LLC's Special Interrogatories, Set One; Form Interrogatories –
7 Employment Law, Set One; and Request for Production of Documents, Set One, in the Class
8 Action.

9 20. On February 24, 2022, Plaintiff Perez propounded Special Interrogatories, Set
10 One; Form Interrogatories – General, Set One; and Demand for Production of Documents, Set
11 One, on each Defendant in the Class Action. Plaintiff Perez also served notices of deposition for
12 Defendants' Person Most Qualified in the Class Action.

13 21. On April 4, 2022, Plaintiff Perez served supplemental responses to Defendant
14 MNRO Holdings, LLC's Special Interrogatories, Set One; Form Interrogatories – Employment
15 Law, Set One; and Request for Production of Documents, Set One, in the Class Action.

16 22. On May 3, 2022, Defendants provided responses to Plaintiff Perez's propounded
17 Special Interrogatories, Set One; Form Interrogatories – General, Set One; and Demand for
18 Production of Documents, Set One, in the Class Action.

19 23. After extensive meet and confer on the discovery issues, the Plaintiffs and
20 Defendants (collectively the "Parties") met and conferred regarding attending private mediation
21 and agreed to staying formal discovery. The Parties agreed to attend global mediation for the
22 Class Action and the PAGA Action with the Hon. S. James Otero (Ret.), a mediator with
23 substantial experience handling wage and hour matters.

24 24. In advance of mediation, Defendants provided Class Counsel with extensive
25 informal discovery including all relevant policies and handbooks in place during the Class Period,
26 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the
27 payment of wages and other relevant areas of investigation, a randomly selected 20% sampling
28 of time and payroll data for the putative class, and figures and information regarding the class

1 size and composition. The randomly-selected 20% sampling included records for putative class
2 members who were employed throughout different time periods during the Class Period, that is
3 representative of the Class. With this data for the Class, Class Counsel and their retained expert
4 were able to perform a comprehensive damages analysis and estimate Defendants' potential
5 violations, liability, and exposure, including, and not limited to, analyzing time and pay data,
6 considering potential meal period violations, potential rest period violations, potential synthetic
7 meal period recordings, unpaid and rest period premiums, rounding, overtime and premium
8 payments, etc. This discovery and investigation allowed Class Counsel to perform a
9 comprehensive damages analysis and estimate Defendants' potential liability.

10 25. While the Parties were preparing for mediation, the Parties met and conferred
11 regarding the filing of a First Amended Complaint to add Plaintiff Perez III as a plaintiff/class
12 representative and add his PAGA representative claims, as well as adding Plaintiff Perez's
13 representative PAGA cause of action to the Class Action. As such, on November 18, 2022, the
14 Parties filed a Joint Stipulation for Leave to File a First Amended Class Action Complaint in the
15 Class Action. After Plaintiffs filed their First Amended Class Action Complaint, pursuant to the
16 Court's leave, on November 29, 2022, Plaintiffs filed a Request for dismissal of the PAGA Action
17 without prejudice and the Parties continued preparing for mediation.

18 26. After extensive review of the mediation documents and other information, on
19 December 16, 2022, the Parties attended a full day mediation. At the mediation, the Parties
20 engaged in intensive settlement discussions during which they debated their respective positions
21 and exchanged views regarding the strengths and weaknesses of the alleged claims, but despite
22 the help of the mediator were unable to reach an agreement.

23 27. Following the December 16, 2022, mediation, the Parties continued settlement
24 discussions through the mediator and agreed to attend a second day of mediation with the Hon.
25 S. James Otero (Ret.) for January 31, 2023.

26 28. On January 31, 2023, the Parties attended their second day of mediation but still
27 were unable to reach an agreement.

28 29. On February 7, 2023, pursuant to the Parties' stipulation regarding mediation, the

1 third-party administrator, ILYM Group, Inc., mailed out the *Belaire-West* Notice to the putative
2 class members.

3 30. Following the second mediation, the Parties continued settlement discussions
4 through the mediator and were eventually able to reach an agreement to settle the matter on a
5 class and representative basis for a Gross Settlement Amount of \$1,750,000.00. On February 9,
6 2023, the Parties executed a Memorandum of Understanding (“MOU”) which memorialized the
7 key settlement terms.

8 31. Thereafter, the Parties worked diligently to negotiate and memorialize the terms
9 of a long form settlement agreement using the LASC Model Template. On April 21, 2023, after
10 extensive discussions and multiple revisions to the agreement, the Parties entered into a fully
11 executed Class Action and PAGA Settlement Agreement. A true and correct copy of the Class
12 Action and PAGA Settlement Agreement is attached hereto as **Exhibit 1** (hereinafter
13 “Settlement” or “Settlement Agreement”).

14 32. On May 24, 2023, Plaintiffs filed for preliminary approval of the Agreement. At
15 the September 14, 2023, hearing on Plaintiffs’ Motion for Preliminary Approval, the Court found
16 on a preliminary basis that the settlement was fair, reasonable, and adequate.

17 33. After submitting the Notice and the Court’s Order granting Preliminary Approval
18 to the Settlement Administrator, Defendants’ Counsel submitted the Class data to the Settlement
19 Administrator. The Settlement Administrator’s preliminary calculations evidenced a higher
20 Workweek count worked by the Class during the Class Period which Defendants through their
21 counsel confirmed. There were approximately 101,485 Workweeks at issue during the Class
22 Period (for an increase of approximately 16.39%). In light of the increased number of Workweeks
23 and pursuant to paragraph 8.1 of the Settlement Agreement (the escalation clause), there was an
24 increase to the Gross Settlement Amount by 6.39% from \$1,750,000.00, to \$1,861,752.98.

25 34. On October 19, 2023, the Parties executed and filed a Joint Stipulation re:
26 Amendment of Order Granting Plaintiffs’ Motion for Preliminary Approval and Increasing the
27 Gross Settlement Amount. A true and correct copy of the Joint Stipulation re: Amendment of
28 Order Granting Plaintiffs’ Motion for Preliminary Approval and Increasing the Gross Settlement

Amount is attached hereto as **Exhibit 2**.

35. On October 24, 2023, the Court entered an Amended Order granting preliminary approval of the Settlement and ordering distribution of Notice to the Class.

REASONABLENESS OF THE TERMS OF THE SETTLEMENT

36. Plaintiffs seek final approval of a Class and PAGA Settlement with Defendants. The Settlement provides for: (1) a Gross Settlement Amount of \$1,861,752.98; (2) Class Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$651,613.54); (3) actual litigation costs and expenses incurred by Class Counsel in the amount of \$28,137.11; (4) payment of \$100,000.00 in PAGA penalties including \$75,000.00 to the LWDA and \$25,000.00 to employees who worked during the PAGA Period; (5) payment of \$24,000.00 to the Settlement Administrator; and (6) the requested Class Representative Service Payments to each named Plaintiff of \$7,500.00 (total of \$15,000 to Plaintiffs Perez and Perez III). The result is a Net Settlement Amount (“NSA”) of \$1,043,002.33 which will be distributed to a Settlement Class consisting of 1,908¹ participating individuals who worked for Defendants as hourly-paid, non-exempt employees in California at any time from May 19, 2019, to April 1, 2023.

37. The preliminarily approved settlement is the result of intense and hotly contested litigation between the Parties. The Parties engaged in extensive formal and informal discovery and investigations in the Action. Indeed, prior to settlement of this matter, Class Counsel spent a substantial amount of time researching and investigating the claims in the Action. This included legal research regarding the applicable Labor Code Sections, reviewing and analyzing the Class Members’ time and pay records, as well as their relevant employment policies, practices, and procedures. Class Counsel conducted substantial investigation into the alleged claims for Plaintiffs as well as potential complicating factors to bringing these claims to trial. Prior to mediation, Class Counsel conducted a class-wide assessment and analysis of potential damages.

¹ As of the date of filing this motion, no Class Member has requested to be excluded. The deadline for Class Members to request exclusion from, or object to the Settlement does not expire until January 8, 2024. Plaintiffs will file a declaration from the Settlement Administrator confirming the number of opt-outs, if any, on or before February 23, 2024 (10 days prior to the Final Fairness hearing) per the Court’s Order.

1 This analysis and extensive investigations permitted Class Counsel to effectively and intelligently
2 negotiate the Settlement.

3 38. Reaching an agreement in the Action was not easy. The relationship between the
4 Parties was adversarial and at many points during the litigation settlement seemed unlikely.
5 Indeed, the Parties engaged in two mediations with the Hon. James Otero (Ret.), a highly
6 respected mediator with particular experience in wage and hour class actions. During the
7 mediations, the Parties engaged in extensive settlement negotiations with each other and with the
8 mediator. The settlement negotiations were at arms' length and, although conducted in a
9 professional manner, were adversarial.

10 39. Defendants at all times maintained that they had complied with California wage
11 and hour laws. Similarly, Plaintiffs were prepared to vigorously litigate the disputes including
12 through class certification and trial and were actively planning the discovery necessary to obtain
13 class certification and prove these claims in the event a settlement could not be reached.
14 Defendants also raised potential defenses and other circumstances that impacted the risk of
15 proceeding on a class-wide basis. The proposed Settlement was reached at the end of a process
16 that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their
17 respective positions throughout the mediation process and with the help of the mediator the Parties
18 were able to reach an agreement to resolve these claims.

19 40. Class Counsel conducted extensive formal and informal discovery and
20 investigation in this matter. Prior to mediation Defendants produced all written policies, time and
21 payroll records for the Class, and other relevant documents and data points that allowed Plaintiffs
22 to conduct a class-wide analysis of Defendants' potential damages. Class Counsel thoroughly
23 reviewed this discovery and conducted a class-wide assessment and analysis of Defendants'
24 potential damages based on the documents and information provided. The Parties extensively
25 briefed these issues and provided their analyses to the mediator for his consideration. This
26 investigation allowed Class Counsel to act intelligently in negotiating the settlement.

27 41. Based on my experience, and as discussed extensively in Plaintiffs' motion for
28 preliminary approval, I believe this Settlement represents a fair and reasonable compromise of

the Class’s claims against Defendants. Defendants vigorously contested their liability and raised defenses regarding both the manageability of these claims at trial and the merits of the individual claims. This included arguments regarding the potential for individualized issues with respect to Plaintiffs’ meal period claims, rest period claims, and claims regarding off-the-clock work.

42. Based on my experience litigating similar and complex matters and the history of this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification and merits absent a settlement with substantial risk that Class Members could be forced to wait years and incur additional costs for the same or possibly worse result. The substantial economic uncertainty of businesses during the COVID-19 pandemic only highlights the value of such a guaranteed result.

43. To date, no member of the Settlement Class has filed an objection or requested to opt out of the Settlement.

44. Accordingly, the factors assessed by Class Counsel both here and in the motion for preliminary approval, strongly support the conclusion that the settlement is not only presumed fair but is reasonable.

THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

45. The Settlement Administrator for this matter is ILYM Group, Inc. (“Settlement Administrator”) as approved by the Court.

46. My office provided the Settlement Administrator with the Court-approved text for the Class Notice on September 15, 2023. The Class Notice included the formula for determining the estimated sum to be paid to each individual from the Net Settlement and stated each Class Members’ estimated Individual Settlement Payment.

47. On September 29, 2023, counsel for Defendants provided the Settlement Administrator with the Class Mailing List. The Class List contained 1,908 individuals with a total of 101,485 Workweeks, which exceeds the 87,197 maximum Workweeks per the Settlement Agreement by 8,720 Workweeks, for a 6.39% (\$111,752.98) increase to the Gross Settlement Amount. *See* Declaration of Nathalie Hernandez of ILYM Group, Inc. (“ILYM Decl.”) ¶ 5.

48. There are 1,908 Class Members, which includes 1,639 Aggrieved Employees.

1 ILYM Decl. ¶ 5.

2 49. Class Counsel provided the Settlement Administrator with the Amended Court-
3 approved text for the Notice which accounted for the increase to the Gross Settlement Amount on
4 October 26, 2023. ILYM Decl. ¶ 6.

5 50. On November 9, 2023, Notice Packets were mailed to all 1,908 Class Members.
6 ILYM Decl. ¶ 8.

7 51. Initially, forty-seven (47) Notice Packets were returned to the Settlement
8 Administrator. None of the forty-seven (47) returned Notice Packets included a forwarding
9 address. The Settlement Administrator performed a skip trace on these forty-seven (47) Notice
10 Packets. As a result of the skip trace, thirty-eight (38) updated addresses were obtained, and the
11 Notice Packets were promptly re-mailed to those Settlement Class Members. Specifically, thirty-
12 eight (38) were re-mailed as a result of the Settlement Administrator's skip tracing efforts. In
13 sum, thirty-eight (38) Notice Packets were re-mailed thus resulting in nine (9) undeliverable
14 Notices. ILYM Decl. ¶¶ 9-11.

15 52. To date, there has been no objections to the Settlement and no requests for
16 exclusion, and no disputes. The deadline for Class Members to submit workweek disputes, request
17 exclusion from, or object to the Settlement expires on January 8, 2024. ILYM Decl. ¶¶ 12, 13.
18 Plaintiffs will submit a declaration from the Settlement Administrator detailing the final results
19 of the Notice Procedure no later than February 23, 2024 (10 days before the Final Fairness
20 hearing) per the Court's Order.

21 53. According to the terms of the Settlement Agreement, within thirty (30) calendar
22 days of the Effective Date of the Settlement (as defined in the Settlement Agreement), Defendants
23 will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a
24 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Within
25 fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will
26 issue payments for: (1) Individual Class Payments for all Participating Class Members; (2)
27 Individual PAGA Payments to all Aggrieved Employees; (3) the LWDA PAGA Payment; (4)
28 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (5) the Class

Representative Service Payments to Plaintiffs; and (6) Settlement Administration Costs. *See* Settlement Agreement ¶¶ 4.3, 4.4.

CLASS COUNSEL FEES

54. Class Counsel seeks attorneys' fees in the amount of \$651,613.54, which is thirty-five percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a contingency basis, knowing that there would likely be a long battle with a premier defense firm; (2) the time, effort and expense dedicated to the case; (3) the skill and determination this case has required; (4) the results have achieved throughout the litigation; and (5) the value of the settlement achieved for Class Members, Aggrieved Employees, and the State of California.

55. Protection Law Group, LLP is a small law firm specifically devoted to the representation of employees against employers in California involving claims relating to violations of the California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of employment law is a very specific, narrow field which requires diligence in an ever-evolving field of substantive and procedural law. Class Counsel have devoted significant time and attention to this matter on a contingent basis. The significant time and attention spent on this matter was time we could not spend on other cases or clients.

56. As discussed above, my office and my co-counsel, Lawyers *for* Justice, PC, undertook extensive investigation, analysis, and research prior to filing the lawsuits, during litigation, mediations, and after the mediations. This included attending client meetings; attending hearings with the Court; extensively meeting and conferring with Defendants' Counsel on various issues; and conducting legal research on unanticipated and remote legal defenses. Then, in advance of the mediations, Class Counsel reviewed and analyzed extensive time and payroll data. Indeed, Class Counsel analyzed numerous documents and pages of time and payroll data. Further, Class Counsel participated in case strategy and analysis, drafting, reviewing, revising pleadings, meeting and conferring with Defendants, and preparing for and attending two mediations. Class Counsel participated in extensive negotiations at mediation and then spent substantial time

1 drafting and revising the Class Action and PAGA Settlement Agreement. A settlement was
2 achieved despite all of the obstacles that had to be overcome, because Class Counsel used their
3 complex wage-and-hour litigation experience and skills to obtain the Settlement.

4 57. In addition to the time and effort required, this matter also required substantial skill
5 to litigate. Defendants also retained well-respected counsel and denied liability. Defendants and
6 their counsel felt very strongly about their ability to ultimately prevail in the Action and mounted
7 several defenses that posed significant threats to class certification and the manageability of the
8 Action at trial, challenged the theories of Class Counsel, and posed problems moving forward.
9 Class Counsel also were required to contend with the challenge of reviewing and analyzing
10 substantial amounts of class data in order to determine Defendants' underlying practices.

11 58. There were also substantial risks with respect to this matter that Class Counsel
12 were required to evaluate and overcome before reaching a successful settlement. For instance,
13 Defendants raised issues with Plaintiffs' meal period claims. Although Plaintiffs maintain that
14 Defendants maintained unlawful meal period policies and practices, Defendants argued their
15 policies and practices were lawful. Class Counsel had to consider that the Court could find validity
16 to this individualized proof defense.

17 59. Defendants also challenged Plaintiffs' ability to sufficiently prove the alleged rest
18 period violations as Defendants were not required to record these breaks. Based on Class
19 Counsel's discovery and investigation, Class Counsel believes Defendants failed to permit
20 employees to be relieved for their rest period. However, Defendants claimed that they allowed
21 employees to take their state mandated rest periods and that their practices comply with California
22 law. Given the lack of records demonstrating rest period violations, there were legitimate
23 concerns that Plaintiffs would not be able to certify these claims or prove substantial damages
24 even assuming a uniform practice could be established.

25 60. Plaintiffs would also face challenges certifying and proving liability for their
26 minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-
27 clock work performed by the Class Members both before and after their shift and as the result of
28 timekeeping errors by Defendants. While Class Counsel believes a uniform and systemic practice

could be established regarding these time edits, this claim was not certain and would be an extremely complex and hotly disputed issue. Plaintiffs would also require substantial evidence to establish a pattern and practice that pressured employees to work off-the-clock and the individualized nature of such damages presented legitimate concerns regarding the manageability of the cases.

61. There were also substantial risks to evaluate associated with Plaintiffs' waiting time penalties and wage statement claims as these claims are derivative of Plaintiffs' previous claims and if certification was denied on those underlying claims, these claims would also likely fail. Even if Plaintiffs prevailed on their underlying off-the clock claims, they would still be required to demonstrate that Defendants' violations of Labor Code section 203 were willful violations, a difficult prospect.

62. Additionally, this case was litigated on a contingent basis. Had Class Counsel not been successful the time devoted to this matter would have been for naught and Class Counsel would not have received any fee or any reimbursement for any of the expenses incurred on behalf of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained in this case. The COVID-19 crisis and resulting economic uncertainty only highlights the substantial risk imposed in taking this type of case on a contingent basis. Circumstances can arise swiftly and for reasons beyond any parties' control. Class Counsel could have invested years of time and effort, and they could ultimately have received no compensation for it. This risk is a relevant factor when considering the reasonableness of Class Counsel's requested fee.

63. Plaintiffs agreed to a fee of thirty-five percent (35%), and to date, this has not been objected to by any member of the Class. I am aware that the common and acceptable rate for representation in wage-and-hour class action litigation is normally twenty-five (25) to thirty-five (35) percent. A fee of thirty-five percent (35%) is appropriate here because of the excellent result achieved for the class despite the substantial risks described above including the risk that the Class Members could recover nothing at all.

64. While the requested fee is a proper and commonly requested percentage of the

1 common fund, the fee request is also justified under a simple lodestar analysis.

2 65. Including myself, Protection Law Group includes nine (9) attorneys, all of whom
3 actively and continuously represent plaintiffs in employment class actions and representative
4 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
5 various Federal courts. Because of the unique history and nature of our practice, all of the
6 attorneys at Protection Law Group have a high level of knowledge and experience in labor and
7 employment law. Besides myself, the following attorneys at Protection Law Group worked on
8 this matter:

9 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
10 Nayebdadash received his Bachelor of Arts degree from University of California, Los
11 Angeles in 1998 and a Juris Doctor degree from Pepperdine University School of Law
12 in 2003. He was admitted to practice law in California in November of 2004 and has
13 been admitted to practice in all federal district courts in the State of California. Prior
14 to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
15 Mendelson, P.C., the largest labor and employment law firm in the United States. In
16 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
17 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his practice
18 on the representation of employees against employers in California. Mr. Nayebdadash
19 has extensive experience in all aspects of employment litigation, with a focus on wage
20 and hour class and representative action, including, but not limited to taking and
21 defending depositions, briefing and arguing motions, preparing for class certification,
22 negotiating complex wage and hour settlements, trial and appeal.

23 b. Priscilla Gamino – Senior Associate at Protection Law Group, LLP. Ms. Gamino
24 received her Bachelor of Arts degree from Brown University and a Juris Doctorate
25 degree from California Western School of Law. Ms. Gamino was admitted to practice
26 in California in June 2017 and is admitted to practice law in all California Federal
27 Courts and United States Court of Appeals for the Ninth Circuit. Since being admitted
28 to the California State Bar, Ms. Gamino’s practice has focused on the representation

1 of employee plaintiffs in complex wage and hour class and representative actions. Ms.
2 Gamino has extensive experience briefing and arguing motions, managing written
3 discovery, and many other aspects of complex wage and hour disputes.

4 66. My current billing rate and the actual rate I charge clients on an hourly basis is
5 \$800 per hour. My partner, Amir Nayebdadash's current billing rate and the actual rate he charges
6 clients on an hourly basis is \$725 per hour. Ms. Gamino is a Senior Associate with Protection
7 Law Group and has a current billing rate of \$475 per hour. While the overwhelming majority of
8 my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained
9 on an hourly basis to handle employment-law related issues.

10 67. Based on my familiarity with prevailing market rates for work of similar
11 complexity in California, including my extensive involvement in fee application work on my own
12 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market
13 rate for work of similar complexity performed by attorneys of similar skill and experience. I have
14 extensive knowledge of the prevailing hourly rates in the community for work of similar nature
15 and complexity to the work in this case. My experience and knowledge in this regard comes from
16 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
17 familiarity with fee application orders in other cases; and (c) my independent research and
18 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
19 with rates charged in other law firms; and (d) my independent reading and research regarding law
20 firm billing rates.

21 68. As such, it is my opinion that our requested hourly rates of \$800.00 for myself,
22 \$725.00 for Mr. Nayebdadash, and \$475 for Ms. Gamino, and the use of a blended rate of at least
23 \$650.00 for Protection Law Group based on the work performed in this matter is well within the
24 range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability.

25 69. Protection Law Group has spent a total of 536.20 hours on the Action. Applying a
26 blended rate of \$650.00 per hour, this results in a total lodestar value of for Protection Law Group..
27 Attached hereto as **Exhibit 3** is a time and task sheet detailing the estimated hours spent on the
28 different tasks associated with this Action.

1 70. My co-counsel at Lawyers *for* Justice, PC also expended significant time and effort
2 on the Action. Lawyers *for* Justice worked approximately 326.30 hours at a blended rate of
3 \$850.00 per hour. *See* Declaration of Edwin Aiwasian in support of Motion for Final Approval
4 of Class Action and PAGA Settlement (“Aiwasian Decl.”), ¶¶ 10-11, Ex. A. This results in a total
5 lodestar value of \$277,355.00 for Lawyers *for* Justice, PC.

6 71. Together, Class Counsel have expended more than 862.50 hours (536.20 + 326.30)
7 working on the Action with an estimated lodestar value of \$625,885.00 (\$348,530.00 +
8 \$277,355.00). *See Exhibit 3*.

9 72. Further, I believe the use a multiplier of 0.04 is appropriate in conjunction with
10 the estimated lodestar value.

11 73. Based on my experience multipliers up to four times the estimated lodestar value
12 of a case is commonly awarded by both California and Federal Courts. *See e.g., Wershba v. Apple*
13 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (upholding multiplier of 1.42 and noting that
14 multipliers “can range from **2 to 4 or even higher.**” [emphasis added]) (disapproved on other
15 grounds).

16 74. Here, the use of a multiplier is appropriate in light of (1) the outstanding results
17 obtained on behalf of the Class Members, the Aggrieved Employees, and State of California; (2)
18 the difficult questions involved and skill displayed by Class Counsel in obtaining this outstanding
19 result; and (3) the contingent risk assumed by Class Counsel.

20 75. This settlement represents an outstanding result at the conclusion of hotly
21 contested litigation. The settlement provides Class Members an average payment of
22 approximately \$546.65 and a high payment of \$2,065.76. In Class Counsel’s view, these amounts
23 equal or exceed many of the payments achieved in similar litigation. While each matter faces its
24 own unique challenges and circumstances that can make direct comparison difficult, the
25 overwhelming value obtained for the Class here demonstrates the outstanding results obtained
26 and should be an important factor in the Court’s decision to approve the requested multiplier and
27 ultimately Class Counsel’s requested fee.

28 76. Also, as noted above, this case was litigated on a contingent basis, meaning that

1 my office bore all the risks should this matter have failed and still bears the risk the risk of taking
2 whatever actions are necessary if Defendants fail to pay. This risk is particularly acute in light of
3 the broad economic uncertainty facing many businesses as a result of the COVID-19 pandemic
4 and the broad economic uncertainty faced by all employers during this challenging time. Class
5 Counsel took on the risk that they could ultimately recover nothing from the litigation if they were
6 unsuccessful or if the organization experienced the financial difficulties faced by so many
7 organizations. These increased risks were real, challenging, and significantly increased the
8 contingent risk associated with this matter.

9 77. This matter precluded other work that my firm may have taken on. My office and
10 my co-counsel committed substantial time and resources to litigating these cases that were unable
11 to be directed elsewhere.

12 78. Further, despite being litigated on a contingent basis, this matter was very risky
13 and involved analysis and investigation regarding complex questions surrounding class
14 certification, required substantial investigation and complex data analysis to determine
15 Defendants' underlying practices.

16 79. Given the complex nature of these claims and daunting legal challenges, I believe
17 there are very few law firms who could have obtained the settlement obtained here by Class
18 Counsel. Class Counsel has devoted themselves to pursuing and understanding these types of
19 cases and were able litigate this matter despite risks that may have dissuaded other counsel from
20 pursuing these cases.

21 80. I believe that the efforts of Class Counsel have resulted in substantial benefits to
22 the Settlement Class, in the form of a substantial settlement fund established to compensate Class
23 Members for Defendants' wage and hour violations. Through the efforts of Class Counsel and
24 Plaintiffs in this Action, a fair and reasonable resolution has been reached that includes a non-
25 reversionary settlement payment by Defendants of \$1,861,752.98. I am informed and believe that,
26 without the efforts of my office and co-counsel, the Labor Code and Wage Order violations
27 alleged in the Complaint would have gone completely unremedied. The \$651,613.54 in fees
28 provided for in the Settlement is therefore reasonable given the result achieved.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

82. Here, the requested \$7,500.00 service payments to Plaintiffs Henry Perez, Jr. and Henry Johnny Perez III are justified. It is very common in my experience for Class and PAGA Representatives to recover approximately \$7,500.00 as an enhancement/service award. Here, the amount is justified because of the extensive time Plaintiffs have spent and the assistance they provided to Class Counsel.

PLAINTIFFS' CLASS REPRESENTATIVE SERVICE PAYMENTS

83. Plaintiffs have been intimately involved in the prosecution of the Action and served as an indispensable resource to Class Counsel. Plaintiffs have taken actions throughout the litigation to protect the interests of the those they now represent. Plaintiffs provided valuable information regarding allegations and kept themselves informed of the developments in the Action and participated in decisions concerning the Action. Plaintiff Henry Perez Jr. also provided verified discovery responses to Defendants' formal discovery requests. The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour

violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without their participation.

84. Additionally, Plaintiffs have also agreed to a much broader individual release than that agreed to by the rest of the Class. *See* Perez Decl. ¶ 16; Perez III Decl. ¶ 15; Settlement Agreement ¶ 5.1.

85. Moreover, Plaintiffs face actual risks with their future employment and new career by putting themselves on public record in an employment lawsuit. As this Court is aware, prospective employers conduct searches on job applicants. One type of search is to learn about applicants' litigation history. These searches are easy to run on the internet and relatively inexpensive. Plaintiffs also faced the potential imposition of costs if the lawsuit was unsuccessful.

86. As a result of Plaintiffs' actions, 1,908 employees have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If these Class Members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other Class Members.

87. As such, Plaintiffs did more than simply lend their name for the lawsuit, and Class Counsel believes they deserve the requested Class Representative Service Payment.

ATTORNEYS' FEE SPLITTING AGREEMENT

88. Plaintiffs' Counsel, Protection Law Group, LLP and Lawyers *for* Justice, PC, have a Fee Sharing Agreement for the Action (as also provided in the motion for preliminary approval). Class Counsel have explained the proposed division of attorneys' fees to Plaintiffs, and Plaintiffs have given written consent to Class Counsel's division of attorneys' fees. *See also* Perez Decl., ¶ 18; Perez III Decl., ¶ 17.

89. The Parties' Fee Sharing Agreement provides that the attorneys' fees will be split with sixty percent (60%) of the Court approved fees allocated to Lawyers *for* Justice, PC and forty percent (40%) of the Court approved fees allocated to Protection Law Group, LLP.

90. The Settlement Agreement calls for the award of up to \$24,000.00 to the Settlement Administrator, ILYM Group, Inc., for the costs associated with administration of the settlement. The Settlement Administrator is a necessary third-party who has performed substantial services on behalf of the putative class including sending the notice and the administration of future settlement payments. Accordingly, I would request that the Court award ILYM Group, Inc. \$24,000.00 for the services performed in this Action.

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


Heather Davis

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Henry Perez Jr. and Henry Johnny Perez III (collectively “Plaintiffs”) and Defendants Monro, Inc. and MNRO Holdings, LLC (erroneously sued as “Monro Holdings, LLC”) (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants entitled *Perez, et al. v. Monro, Inc., et al.* initiated on March 11, 2021, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV09582.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time during the PAGA Period.

1.5 “Class” means all current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time during the Class Period.

1.6 “Class Counsel” means Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLP, and Edwin Aiwarzian of Lawyers *for* Justice, PC.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as “Exhibit A” and incorporated by reference into this Agreement.

1.12 “Class Period” means the period starting on May 19, 2019, and ending on either the date of Preliminary Approval of the Settlement by the Court, or April 1, 2023, whichever date occurs earlier.

1.13 “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as the Class Representatives.

1.14 “Class Representative Service Payment(s)” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendants” means named Defendants Monro, Inc. and MNRO Holdings, LLC (erroneously sued as “Monro Holdings, LLC”) as named in the Operative Complaint, and each of their former and present directors, officers, shareholders, members, owners, managing agents, attorneys, insurers, predecessors, successors, and assigns.

1.17 “Defense Counsel” means Seth L. Neulight, Andrea Chavez, and Samantha Parrish of Nixon Peabody LLP.

1.18 “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means the gross sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,

Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court in the Action based upon the Final Approval of the Settlement.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i), to the LWDA PAGA Payment.

1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "Operative Complaint" means the First Amended Complaint filed by Plaintiffs in the Action.

1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.32 "PAGA Period" means the period starting on July 8, 2020, and ending on either the date of Preliminary Approval of the Settlement by the Court, or April 1, 2023, whichever date occurs earlier.

1.33 "PAGA" means the California Labor Code Private Attorneys General Act (California Labor Code §§ 2698. et seq.).

1.34 "PAGA Notice(s)" means Plaintiff Henry Johnny Perez III's July 8, 2021 letter to Defendants and the LWDA and Plaintiff Henry Perez Jr.'s July 9, 2021 letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 “Plaintiffs” means Henry Perez Jr. and Henry Johnny Perez III, the named plaintiffs in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, members, owners, managing agents, attorneys, insurers, predecessors, successors, and assigns.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, which shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days after the Response Deadline has expired in which to submit a Request for Exclusion from, or Objection to, the Settlement.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, within the Class Period.

2. RECITALS.

2.1 On March 11, 2021, Plaintiff Henry Perez Jr. commenced this Action by filing a Complaint alleging causes of action against Defendants for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a)

(Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Time Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. On November 22, 2022, Plaintiff Henry Perez Jr. filed a First Amended Complaint adding Henry Johnny Perez III as a plaintiff/class representative and adding his PAGA representative claims, as well as adding Plaintiff Henry Perez Jr.'s representative PAGA cause of action to this Action. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged therein.

2.2 Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On December 16, 2022, and January 31, 2023, the Parties participated in an all-day mediation presided over by the Honorable S. James Otero (Ret.) of JAMS which led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, documents and information regarding Plaintiffs' alleged causes of action in order to prepare for and participate in good faith in the mediation and negotiation process, including all relevant policies and employee handbooks in place during the Class Period, Plaintiffs' personnel file, a randomly selected 20% sampling of time and payroll data for the putative Class, and figures and information regarding the Class size and composition such as the number of putative Class members, the number of current versus former employees, the total Workweeks and PAGA Pay Periods worked by the Class; and the Class Members' average rate of pay. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification of any of the class claims alleged by Plaintiffs in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) for each Plaintiff (total of \$15,000.00 for Plaintiffs Henry Perez Jr. and Henry Johnny Perez III) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiffs agree to indemnify and hold harmless Defendants and the Released Parties from and against any and all unpaid taxes, assessments, liquidated damages, penalties, interest, attorneys' fees and costs, which may be claimed due on any Class Representative Service Payment, or which may be incurred by Defendants in any action or proceeding initiated by a federal or state taxing authority arising from a Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars (\$30,000.00). Defendants will not oppose requests for these payments provided that the amounts requested do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendants and the Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. Class Counsel agrees to indemnify and hold harmless Defendants and the Released Parties from any claim, dispute, or controversy regarding any division or sharing of the Class Counsel Fee Payment or Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Twenty-Four Thousand Dollars (\$24,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves a payment of less, than Twenty-Four Thousand Dollars (\$24,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Ten Percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of each Individual Class Payment is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Ninety Percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of each Individual Class Payment is not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars (\$100,000.00), with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are approximately 1,770 Class Members who collectively worked a total of 87,197 Workweeks, and 1,581 Aggrieved Employees who worked a total of 34,632 PAGA Pay Periods.

4.2 Class Data and Tax Rate Information. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data and tax rate Information to the Administrator, in the form of a Microsoft Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total

Workweeks during the Class Period; (7) total PAGA Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement ("Class List"). This is a material term of the Settlement, and if Defendants materially fail to comply, Plaintiffs shall have the right to void the Settlement.

To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and Defendants also shall fund the amounts necessary to fully pay Defendants' share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member

Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the non-profit organization, Legal Services for Children, the Parties' agreed upon cy pres recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Upon remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Plaintiffs and Participating Class Members will release and discharge Defendants and all Released Parties from all claims as follows:

5.1 Plaintiffs' General Release and Waiver of Claims. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release, waive, and discharge Released Parties from and against any and all claims, causes of action, liabilities, damages, or penalties of any kind or nature, in law or equity, whether known or unknown, suspected or unsuspected, that arose from or relate to events, acts, omissions, transactions, or occurrences during the Class Period, including but not limited to: (a) any and all claims that were alleged in the Operative Complaint, or that reasonably could have been alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were alleged in Plaintiffs' PAGA Notices, or that reasonably could have been alleged in the Operative Complaint or Plaintiffs' PAGA Notices based on the facts alleged therein, or claims ascertained by Plaintiffs during the Action and released under Section 5.2, below; and (c) any and all claims, whether in law or equity, for violation of any statute, regulation, or ordinance, breach of any express or implied contract or quasi-contract, or commission of any tort, arising from or related to Plaintiffs' employment with Defendants during the Class Period or Plaintiffs' separation from employment with Defendants ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance benefits, disability insurance benefits, social security benefits, workers' compensation benefits that arose at any time, or claims based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release all Released Parties from all claims that were alleged in the Operative Complaint in the Action, or that reasonably could have been alleged therein, based on the Class Period facts alleged in the Operative Complaint, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due, in violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and the California Industrial Welfare Commission Wage Orders (“IWC Wage Orders”); (ii) failure to provide meal periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512(a) and the IWC Wage Orders; (iii) failure to provide rest periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and the IWC Wage Orders; (iv) failure to provide complete, accurate wage statements in violation of California Labor Code § 226; (v) failure to pay wages timely at time of termination or resignation in violation of California Labor Code §§ 201, 202; (vi) failure to reimburse necessary business expenses in violation of California Labor Code §§ 2800 and 2802; (vii) failure to pay wages timely during employment in violation of California Labor Code § 204; (viii) failure to keep requisite payroll records in violation of California Labor Code § 1174; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, in violation of California Business & Professions Code §§ 17200, et seq.; and (x) all available claims for relief based on the foregoing claims, including but not limited to, unpaid wages, premium wages, consequential damages, liquidated damages, penalties, prejudgment interest, attorneys’ fees and costs, injunctive relief, and declaratory relief. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the California Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from and against all claims for PAGA penalties that were alleged in the Operative Complaint and PAGA Notices, or that reasonably could have been alleged based on the facts alleged therein, for the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement (or per Code should there be no hearing dates within prompt timeframe and Parties reserve the first available hearing date available to the Parties and the Court); obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM

agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as “Exhibit A”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class

Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or

PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and

Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,770 Class Members and 87,197 Total Workweeks during the Class Period and (2) there were 1,581 Aggrieved Employees who worked 34,632 Pay Periods during the PAGA Period.

8.1 Pro-Rata Increase. The Gross Settlement Amount is based on Defendants’ representation that the Class Members worked a total of 87,197 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 8,720 Workweeks), Defendants shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1%

9. DEFENDANTS’ RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this

Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material

modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

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

12.2 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any

conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment reference related to Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants’ employment of Plaintiffs, Defendants shall only provide Plaintiffs’ dates of employment and job titles during employment. Defendants shall not refer to this Action or this Settlement.

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

12.6 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.8 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.9 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.10 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.15 Cooperation and Execution of Necessary Documents. The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers, *Pick-Up Stix* agreements, or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

12.16 Dispute About Terms. Should a dispute arise about the terms of this Agreement, such disputes shall be submitted to the Hon. James S. Otero (Ret.) for consultation.

12.17 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.18 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiffs: Heather Davis
Amir Nayebdadash
Priscilla Gamino
Protection Law Group, LLP
237 California Street
El Segundo, CA 90245
heather@protectionlawgroup.com
amir@protectionlawgroup.com
priscilla@protectionlawgroup.com

Edwin Aiwarzian
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
edwin@calljustice.com

To Defendants: Seth L. Neulight
Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
sneulight@nixonpeabody.com

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

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

DATED: 4/17/2023

DocuSigned by:

B8AFD6D7A0CE4A6...

Plaintiff Henry Perez Jr.

DATED: _____

Plaintiff Henry Johnny Perez III

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

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

To Plaintiffs: Heather Davis
Amir Nayebdadash
Priscilla Gamino
Protection Law Group, LLP
237 California Street
El Segundo, CA 90245
heather@protectionlawgroup.com
amir@protectionlawgroup.com
priscilla@protectionlawgroup.com

Edwin Aiwarzian
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
edwin@calljustice.com

To Defendants: Seth L. Neulight
Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
sneulight@nixonpeabody.com

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

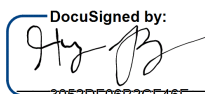
12.23 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

DATED: _____

Plaintiff Henry Perez Jr.

4/17/2023

DATED: _____

DocuSigned by:


Plaintiff Henry Johnny Perez III

DATED: 4/14/23

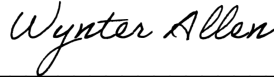


Defendant Monro, Inc.

Name: Wynter Allen

Title: Vice President- Senior Employment Counsel

DATED: 4/14/23



Defendant MNRO Holdings, LLC

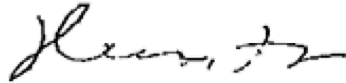
Name: Wynter Allen

Title: Vice President- Senior Employment Counsel

Approved as to Form:

PROTECTION LAW GROUP, LLP

DATED: _____



Heather Davis, Esq.

Attorneys for Plaintiffs

Henry Perez Jr. and Henry Johnny Perez III

LAWYERS *for* JUSTICE, PC

DATED: 4/21/2023



Edwin Aiwarzian, Esq.

Attorneys for Plaintiffs

Henry Perez Jr. and Henry Johnny Perez III

NIXON PEABODY LLP



DATED: 4/14/2023

Seth L. Neulight, Esq.

Attorneys for Defendants

Monro, Inc. and MNRO Holdings, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

EDWIN AIWAZIAN, SBN 239372
edwin@calljustice.com
JOANNA GHOSH, SBN 272479
joanna@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiffs
HENRY PEREZ and HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, HENRY JOHNNY PEREZ
III, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown
business entity; MNRO HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

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

CLASS ACTION

**JOINT STIPULATION RE AMENDMENT
OF ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL AND INCREASING THE
GROSS SETTLEMENT AMOUNT**

Complaint Filed: March 11, 2021

Trial Date: None Set

**TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
RECORD:**

Plaintiffs HENRY PEREZ and HENRY JOHNNY PEREZ III (collectively “Plaintiffs”) and by Defendants MONRO, INC. and MNRO HOLDINGS, LLC (erroneously sued as “Monro Holdings, LLC”) (“Defendants”) (collectively “Parties”) submit this joint stipulation to Amend the Preliminary Approval Order entered by the Court on September 19, 2023, and increase the Gross Settlement Amount as provided under the Settlement as the result of an increase in the number of weeks worked by the putative class members.

WHEREAS, on March 11, 2021, Plaintiffs Henry Perez and Henry Johnny Perez III filed their Complaint against Defendants with the Los Angeles County Superior Court, Case No. 21STCV09582.

WHEREAS, on May 25, 2023, Plaintiffs submitted a Motion seeking Preliminary Approval of a Class Action and PAGA Settlement Agreement on behalf of a proposed class of all current and former hourly-paid, non-exempt employees of Defendants Monro, Inc. and MNRO Holdings, LLC who were employed by Defendants in the State of California at any time between May 19, 2019, and April 1, 2023.

WHEREAS, the Class Action and PAGA Settlement Agreement (“Settlement”) states pursuant to paragraph 8.1 that: The Gross Settlement Amount is based on Defendants’ representation that the Class Members worked a total of 87,197 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 8,720 Workweeks), Defendants shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1%.

WHEREAS, upon submitting the class list to the Settlement Administrator there are now approximately 101,485 workweeks at issue during the class period, an increase of approximately 16.39%.

1 **WHEREAS**, in light of the increased number of workweeks and pursuant to the terms of
2 the Settlement, the Parties have agreed to increase the Gross Settlement Amount by 6.39% from
3 \$1,750,000, to \$1,861,752.98, and agree that Plaintiffs' Counsel's attorneys' fees shall be based
4 off this amount.

5 **THEREFORE**, the Parties, by and through their respective counsel of record, hereby
6 stipulate to amend the Court's September 19, 2023, Order granting Plaintiffs' Motion for
7 Preliminary Approval, increase the Gross Settlement Amount set forth in the Settlement, base
8 Class Counsel's requested fees off this increased amount, amend the proposed Notice to the Class,
9 and continue the Final Approval Hearing and related dates approximately 30 days in order to
10 permit the Parties time to send out the revised Notice. An Amended Proposed Order Granting
11 Plaintiffs' Motion for Preliminary Approval including the updated Notice reflecting the increased
12 Gross Settlement Amount and Attorneys' Fees is attached hereto as **Exhibit 1**. A redlined copy of
13 the proposed changes in the Amended Order and Notice is attached hereto as **Exhibit 2**.
14

15
16 Dated: 10/19/2023

17 **NIXON PEABODY LLP**

18
19 By: _____

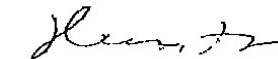


20 Seth L. Neulight
21 Andrea Chavez
22 Samantha D. Parrish
23 Attorneys for Defendant

24
25 Dated: 10/19/2023

26 **PROTECTION LAW GROUP, LLP**

27
28 By: _____



Heather Davis
Amir Nayebdadash
Priscilla Gamino
Attorneys for Plaintiffs

Exhibit 1

EDWIN AIWAZIAN, SBN 239372
edwin@calljustice.com
JOANNA GHOSH, SBN 272479
joanna@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiffs
HENRY PEREZ and HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, HENRY JOHNNY PEREZ
III, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown
business entity; MNRO HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

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

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: March 11, 2021

Trial Date: None Set

[PROPOSED] AMENDED ORDER

The Motion of Plaintiffs HENRY PEREZ and HENRY JOHNNY PEREZ III (collectively “Plaintiffs”) for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on September 14, 2023. The Court, having considered the proposed Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the Parties Joint Stipulation re Amendment of Order Granting Plaintiff’s Motion for Preliminary Approval and Increasing the Gross Settlement Amount; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time between May 19, 2019 and April 1, 2023.

2. For purposes of the Settlement only, the Court designates Plaintiffs Henry Perez and Henry Johnny Perez III as the Class Representatives and designates Protection Law Group, LLP, and Lawyers *for* Justice, PC as Class Counsel.

3. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement according to the terms of the

1 Settlement Agreement.

2 5. The Court approves, as to form and content, the Court Approved Notice of Class
3 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto
4 as Exhibit A.

5 6. The Court finds that the form of notice to the Class regarding the pendency of the
6 Action and of the Settlement, the dates selected for mailing and distribution, and the methods of
7 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
8 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
9 members of the Class. The form and method of giving notice complies fully with the requirements
10 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of
11 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable
12 law.

13 7. The Court further approves the procedures for Class Members to opt-out of or
14 object to the Settlement, as set forth in the Class Notice and the Settlement Agreement. The
15 procedures and requirements for filing objections in connection with the final fairness hearing are
16 intended to ensure the efficient administration of justice and the orderly presentation of any Class
17 Member’s objection to the Settlement, in accordance with the due process rights of all Class
18 Members.

19 8. The Court directs the Settlement Administrator to mail the Class Notice to the
20 members of the Class in accordance with the terms of the Settlement.

21 9. The Class Notice shall provide 60 calendar days’ notice (plus an additional 14 days
22 for Class Members whose Class Notice is re-mailed) for Class Members to submit disputes, opt-
23 out of, or object to the Settlement.

24 10. The hearing on Plaintiffs’ Motion for Final Approval of Settlement on the question
25 of whether the Settlement should be finally approved as fair, reasonable, and adequate is
26 scheduled in Department 6 of this Court, located at 312 N. Spring Street, Los Angeles, California
27 90012, on _____, at 9:00 a.m.

28 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement

should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for service payments, settlement administration costs, and Class Counsel's attorneys' fees and costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs' application for service payments, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendants to provide class contact information and tax rate information to the Settlement Administrator no later than:	October 5, 2023
Settlement Administrator to mail the Class Notice to the Class Members no later than:	7 days following approval of Amended [Proposed] Order
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	60 calendar days after mailing of the Notice
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement, attorneys' fees and costs, incentive payments, including any corresponding evidence:	30 days after Class Notice is mailed out
Deadline for filing responses to objections and for the Settlement Administrator to submit Final Report re: Opt-Outs and Objections:	60 calendar days after the mailing of the Notice
Hearing on Motion for Final Approval of Settlement: [proposed hearing date February 19, 2024]	_____ 2024 at 9:00 a.m. in Dept. 6 at Spring Street Courthouse

--	--

14. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all members of the Class from filing or prosecuting any claims, or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: By: Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

Exhibit A

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

Perez, et al. v. Monro, Inc., et al.

Los Angeles County Superior Court, Case No. 21STCV09582

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Monro, Inc. and MNRO Holdings, LLC (erroneously sued as “Monro Holdings, LLC”) (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Plaintiffs Henry Perez Jr. and Henry Johnny Perez III (collectively “Plaintiffs”) and seek payment of (1) back wages, general and special damages, statutory penalties, and attorneys’ fees and costs for a class of California hourly employees (“Class Members”) who worked for Defendants during the Class Period (May 19, 2019 to [DATE]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all California hourly employees who worked for Defendants during the PAGA Period (July 8, 2020 to [DATE]) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement and Defendants must pay Individual PAGA Payments to all Aggrieved Employees. Aggrieved Employees are deemed to Release all PAGA penalty claims for the PAGA Period (defined below).
Participating Class Members Can Object to the Class Settlement but not	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs,

the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLP, and Edwin Aiwazian of Lawyers for Justice, PC ("Class Counsel.") Defendants are represented by attorneys in the Action: Seth L. Neulight, Andrea Chavez, and Sam Parrish of Nixon Peabody LLP.

Defendants strongly deny violating any laws or failing to pay any wages, expenses, or other amounts due, and contend they complied with all applicable laws.

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

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

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator, a retired judge (the Hon. James S. Otero (Ret.)), in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming

process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants Will Pay \$1,861,752.98 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$651,613.54 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for each Plaintiff Henry Perez Jr. and Plaintiff Henry Johnny Perez III for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$24,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the non-profit organization, Legal Services for Children.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but they will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments. PAGA penalty claims during the PAGA Period are

deemed released against Defendants once the Court enters Judgment regardless of whether or not you participate in the Class Settlement.

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

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release all Released Parties from all claims that were alleged in the Operative Complaint in the Action, or that reasonably could have been alleged therein, based on the Class Period facts alleged in the Operative Complaint, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due, in violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and the California Industrial Welfare Commission Wage Orders (“IWC Wage Orders”); (ii) failure to provide meal periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512(a) and the IWC Wage Orders; (iii) failure to provide rest periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and the IWC Wage Orders; (iv) failure to provide complete, accurate wage statements in violation of California Labor Code § 226; (v) failure to pay wages timely at time of termination or resignation in violation of California Labor Code §§ 201, 202; (vi) failure to reimburse necessary business expenses in violation of California Labor Code §§ 2800 and 2802; (vii) failure to pay wages timely during employment in violation of California Labor Code § 204; (viii) failure to keep requisite payroll records in violation

of California Labor Code § 1174; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, in violation of California Business & Professions Code §§17200, et seq.; and (x) all available claims for relief based on the foregoing claims, including but not limited to, unpaid wages, premium wages, consequential damages, liquidated damages, penalties, prejudgment interest, attorneys' fees and costs, injunctive relief, and declaratory relief. Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the California Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all

Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Perez, et al. v. Monro, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV09582, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url) [redacted] or the Court's website [redacted] (url) [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Perez, et al. v. Monro, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV09582, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] (time) [redacted] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement

documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV09582. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney:

Heather Davis
Amir Nayebdadash
Priscilla Gamino

Email Address:

heather@protectionlawgroup.com
amir@protectionlawgroup.com
priscilla@protectionlawgroup.com

Name of Firm:

Protection Law Group, LLP

Mailing Address:

237 California Street, El Segundo, CA 90245

Telephone:

(424)290-3095

and

Name of Attorney:

Edwin Aiwazian

Email Address:

edwin@calljustice.com

Name of Firm:

Lawyers *for* Justice, PC

Mailing Address:

410 West Arden Avenue, Suite 203, Glendale, CA 91203

Telephone:

(818) 265-1020

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. After the void date, your check will be automatically cancelled, and the monies will be sent to the non-profit organization, Legal Services for Children.

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 2

EDWIN AIWAZIAN, SBN 239372
edwin@calljustice.com
JOANNA GHOSH, SBN 272479
joanna@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiffs
HENRY PEREZ and HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, HENRY JOHNNY PEREZ
III, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown
business entity; MNRO HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

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

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

~~Hearing Date: September 14, 2023~~
~~Hearing Time: 11:00 a.m.~~
~~Dept: 6~~

Complaint Filed: March 11, 2021
Trial Date: None Set

[PROPOSED] AMENDED ORDER

The Motion of Plaintiffs HENRY PEREZ and HENRY JOHNNY PEREZ III (collectively “Plaintiffs”) for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on September 14, 2023. The Court, having considered the proposed Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the Parties Joint Stipulation re Amendment of Order Granting Plaintiff’s Motion for Preliminary Approval and Increasing the Gross Settlement Amount; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time between May 19, 2019 and April 1, 2023.

2. For purposes of the Settlement only, the Court designates Plaintiffs Henry Perez and Henry Johnny Perez III as the Class Representatives and designates Protection Law Group, LLP, and Lawyers *for* Justice, PC as Class Counsel.

3. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement according to the terms of the

Settlement Agreement.

5. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached [hereto](#) as Exhibit A ~~to the Settlement Agreement~~.

6. The Court finds that the form of notice to the Class regarding the pendency of the Action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7. The Court further approves the procedures for Class Members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement. The procedures and requirements for filing objections in connection with the final fairness hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member’s objection to the Settlement, in accordance with the due process rights of all Class Members.

8. The Court directs the Settlement Administrator to mail the Class Notice to the members of the Class in accordance with the terms of the Settlement.

9. The Class Notice shall provide 60 calendar days’ notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) for Class Members to submit disputes, opt-out of, or object to the Settlement.

10. The hearing on Plaintiffs’ Motion for Final Approval of Settlement on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 6 of this Court, located at 312 N. Spring Street, Los Angeles, California 90012, on January 22, 2024, at 9:00 a.m.

11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement

should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for service payments, settlement administration costs, and Class Counsel's attorneys' fees and costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs' application for service payments, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendants to provide class contact information and tax rate information to the Settlement Administrator no later than:	October 5, 2023
Settlement Administrator to mail the Class Notice to the Class Members no later than:	October 19, 2023 7 days following approval of Amended [Proposed] Order
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	60 calendar days after mailing of the Notice December 19, 2023
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement, attorneys' fees and costs, incentive payments, including any corresponding evidence:	[30 days after Class Notice is mailed out] November 17, 2023
Deadline for filing responses to objections and for the Settlement Administrator to submit Final Report re: Opt-Outs and Objections:	60 calendar days after the mailing of the Notice January 12, 2024
Hearing on Motion for Final Approval of Settlement: [proposed hearing date February 19, 2024]	January February 19, 2024 at 10:00 a.m.

9:00 a.m. in Dept. 6 at Spring
Street Courthouse

14. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all members of the Class from filing or prosecuting any claims, or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED:

By: _____
Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

Exhibit A

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

Perez, et al. v. Monro, Inc., et al.

Los Angeles County Superior Court, Case No. 21STCV09582

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Monro, Inc. and MNRO Holdings, LLC (erroneously sued as "Monro Holdings, LLC") (collectively "Defendants") for alleged wage and hour violations. The Action was filed by former employees of Defendants, Plaintiffs Henry Perez Jr. and Henry Johnny Perez III (collectively "Plaintiffs") and seek payment of (1) back wages, general and special damages, statutory penalties, and attorneys' fees and costs for a class of California hourly employees ("Class Members") who worked for Defendants during the Class Period (May 19, 2019 to [DATE]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all California hourly employees who worked for Defendants during the PAGA Period (July 8, 2020 to [DATE]) ("Aggrieved Employees").

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

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

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement and Defendants must pay Individual PAGA Payments to all Aggrieved Employees. Aggrieved Employees are deemed to Release all PAGA penalty claims for the PAGA Period (defined below).
Participating Class Members Can Object to the Class Settlement but not	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs,

the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLP, and Edwin Aiwazian of Lawyers for Justice, PC ("Class Counsel.") Defendants are represented by attorneys in the Action: Seth L. Neulight, Andrea Chavez, and Sam Parrish of Nixon Peabody LLP.

Defendants strongly deny violating any laws or failing to pay any wages, expenses, or other amounts due, and contend they complied with all applicable laws.

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

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

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator, a retired judge (the Hon. James S. Otero (Ret.)), in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming

process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants Will Pay \$1,861,752.98, ~~855,750,000.00~~ as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to ~~\$649,250.00~~ 12,500.00 ~~651,613.54~~ (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for each Plaintiff Henry Perez Jr. and Plaintiff Henry Johnny Perez III for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$24,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the non-profit organization, Legal Services for Children.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but they will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments. PAGA penalty claims during the PAGA Period are

deemed released against Defendants once the Court enters Judgment regardless of whether or not you participate in the Class Settlement.

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

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release all Released Parties from all claims that were alleged in the Operative Complaint in the Action, or that reasonably could have been alleged therein, based on the Class Period facts alleged in the Operative Complaint, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due, in violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and the California Industrial Welfare Commission Wage Orders (“IWC Wage Orders”); (ii) failure to provide meal periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512(a) and the IWC Wage Orders; (iii) failure to provide rest periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and the IWC Wage Orders; (iv) failure to provide complete, accurate wage statements in violation of California Labor Code § 226; (v) failure to pay wages timely at time of termination or resignation in violation of California Labor Code §§ 201, 202; (vi) failure to reimburse necessary business expenses in violation of California Labor Code §§ 2800 and 2802; (vii) failure to pay wages timely during employment in violation of California Labor Code § 204; (viii) failure to keep requisite payroll records in violation

of California Labor Code § 1174; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, in violation of California Business & Professions Code §§17200, et seq.; and (x) all available claims for relief based on the foregoing claims, including but not limited to, unpaid wages, premium wages, consequential damages, liquidated damages, penalties, prejudgment interest, attorneys' fees and costs, injunctive relief, and declaratory relief. Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the California Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all

Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Perez, et al. v. Monro, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV09582, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url) [redacted] or the Court's website [redacted] (url) [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Perez, et al. v. Monro, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV09582, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] (time) [redacted] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement

documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV09582. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney:

Heather Davis
Amir Nayebdadash
Priscilla Gamino

Email Address:

heather@protectionlawgroup.com
amir@protectionlawgroup.com
priscilla@protectionlawgroup.com

Name of Firm:

Protection Law Group, LLP

Mailing Address:

237 California Street, El Segundo, CA 90245

Telephone:

(424)290-3095

and

Name of Attorney:

Edwin Aiwarzian

Email Address:

edwin@calljustice.com

Name of Firm:

Lawyers *for* Justice, PC

Mailing Address:

410 West Arden Avenue, Suite 203, Glendale, CA 91203

Telephone:

(818) 265-1020

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. After the void date, your check will be automatically cancelled, and the monies will be sent to the non-profit organization, Legal Services for Children.

2.11. WHAT IF I CHANGE MY ADDRESS?

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

Formatted: Heading 6, Left

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

HENRY PEREZ, ET AL. V. MONRO INC., ET AL.
Los Angeles County Superior Court, Case No. 21STCV09582 (“Class Action”)

HENRY PEREZ, ET AL. V. MNRO HOLDINGS, LLC, ET AL.
Los Angeles County Superior Court, Case No. 21LBCV00478 (“PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP, LLP	LAWYERS <i>FOR</i> JUSTICE, P.C.
Investigation and Research / Due Diligence		
Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality	5.90	7.50
Investigation of the Merits of Plaintiffs Henry Perez Jr.’s and Henry Perez III’s (together, “Plaintiffs”) Claims and the Merits of the Claims of the Putative Class Members	6.20	5.10
Investigation of Potential Damages Exposure of Defendants Monro, Inc., MNRO Holdings, LLC, and MNRO Holdings, LLC (collectively “Defendants”) with Respect to the Damages Sustained by Plaintiffs and the Putative Class Members	3.40	6.30
Investigation of the Merits of Plaintiffs’ Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California with Respect to Plaintiffs and the Aggrieved Employees	2.90	6.50
Investigation of Potential Civil Penalties Exposure of Defendants with Respect to Alleged California Labor Code and IWC Wage Order Violations with Respect to Plaintiffs and the Aggrieved Employees Pursuant to PAGA	2.50	4.30

Legal Research and Analysis of Latest Decisions and Law Regarding Off-the-Clock, Meal and Rest Break, Wage Order, Exemption, Penalties, and Class Certification in California, Including All New and Relevant Enforcement Guidance and the Division of Labor Standard Enforcement (DLSE) Materials	4.80	5.80
Investigation of Defendants, Defendants' Owners, Defendants' Business Relationships, and the Industry in which Defendants Operate	2.80	3.40
Investigation of Defendants' Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Putative Class Members and Aggrieved Employees	2.90	3.10
Investigation, Research, and Analysis Regarding Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	2.40	2.90
Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	0	3.80
Research and Investigation re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendants in California During the Class Period, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	0	5.80
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, and/or Other Online Reviews and Postings Regarding Work with Defendants in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock and/or During Meal or Rest Breaks	0	8.50

Research and Investigation Re: Workforce, Staffing Models, Staffing Levels, and Layout at Locations at Which Putative Class Members and Aggrieved Employees Worked Throughout California	0	6.70
Research and Investigation re: Defendants' Written and Non-Written Policies, Practices, and Procedures Relating to Attendance, Timekeeping, Scheduling, Meal/Rest Breaks, Auto-Deduction, On-Premises Breaks, Break Room/Area, Cleaning, Maintenance, Pre-Shift and Post-Shift Tasks, Overtime Compensation, Cash Count and Deposit, Dress Code/Uniform, Footwear, Supplies, Equipment, PPE, Use of Personal Cell Phones, Use of Personal Vehicles, Reimbursement of Business-Related Expenses, and Arbitration Agreements	6.10	17.50
Research and Investigation re: Various Software Programs, Applications, Systems, and Other Technology Defendants Use to Conduct Their Everyday Business, Including Inventory, Resource Management, Customer Service Management, Communications, Timekeeping, and Surveillance Systems, with a Focus on What Records (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	0	4.30
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Compliant Policies, and Arbitration Agreements	1.20	7.10
Research and Investigation re: Post- <i>Duran vs. U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	2.60	3.80
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Certification, Liability, Damages, and Penalties	8.50	1.30
Research, Brief, and Preliminarily Outline Issues Important to Class Certification and Trial Manageability	10.40	12.50

Research and Investigation Regarding Impact of COVID-19 Pandemic on Defendants, Their Operations, Putative Class Members, and Aggrieved Employees	3.60	4.50
Meet and Communicate with Plaintiff Henry Perez Jr. (“Plaintiff Perez Jr.”) throughout the Pendency of the Actions	35.10	10.50
Meet and Communicate with Plaintiff Henry Perez III (“Plaintiff Perez III”) throughout the Pendency of the Action	6.30	12.50
Investigate, Meet, Communicate with, and/or Conduct Interviews of Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	5.90	16.50
Pleadings and Court Filings		
Draft, Review, and/or Revise Plaintiff Perez Jr.’s Class Action Complaint for Damages and Analysis of All Claims Involved (filed March 11, 2021) (Class Action) Edwin Aiwarzian [27 pages]	0	7.80
Review Court’s Initial Status Conference Order Re: Complex Litigation Program and Minute Order (filed March 23, 2021) (Class Action) [6 pages]	0	0.20
Draft, Review, and/or Revise Plaintiff Perez Jr.’s Unilateral Initial Status Conference Statement (filed May 12, 2021) (Class Action) Charlie T. Sweeny [3 pages]	0	1.30
Draft, Review, and/or Revise Plaintiff Perez Jr.’s Notice of Association of Counsel (filed May 28, 2021) (Class Action) - Edwin Aiwarzian - Heather Davis	0.10	0.10

• [2 pages]		
Review and Analyze Defendant Monro, Inc.'s Answer to Plaintiff Perez Jr.'s Complaint (filed June 7, 2021) (Class Action) • [6 pages]	3.40	0.80
Review and Analyze Defendant MNRO Holdings, LLC's Answer to Plaintiff Perez Jr.'s Complaint (filed June 29, 2021) (Class Action) • [6 pages]	3.50	0.60
Research, Draft, Review, and/or Revise Plaintiff Perez Jr.'s Notice of Posting Jury Fees (filed July 9, 2021) (Class Action) • Edwin Aiwazian [2 pages]	0.10	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed July 12, 2021) (Class Action) • PLG [10 pages]	2.10	0.10
Review Court's Minute Order Re: Initial Status Conference (filed July 22, 2021) (Class Action) • [1 page]	0.10	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Proposed Order re: Parties Utilizing CaseAnywhere as E-Service Provider (filed July 29, 2021) (Class Action) • PLG [7 pages]	1.80	0.10

Draft, Review, and/or Revise Plaintiffs' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, <i>Et Seq.</i> and Legal Research and Analysis of All Allegations Involved (filed September 13, 2021) (PAGA Action) Edwin Aiwasian [13 pages]	0	7.50
Review Court's Order re: Case Assignment and Case Management Conference (filed September 16, 2021) (PAGA Action) [2 pages]	0	0.10
Review Court's Order Re: Order to Show Cause for Failure to File Proofs of Service (filed September 16, 2021) (PAGA Action) [2 pages]	0	0.10
Review and Analyze Defendant Monro Inc.'s Answer to Plaintiffs' PAGA Complaint (filed October 29, 2021) (PAGA Action) [6 pages]	0	1.10
Review and Analyze Defendant MNRO Holdings, LLC's Answer to Plaintiffs' PAGA Complaint (filed October 29, 2021) (PAGA Action) [6 pages]	0	1.10
Review and Analyze Defendants' Responses to Court's Complex Civil Case Questionnaire (filed November 16, 2021) (PAGA Action) [6 pages]	0	0.90
Review Court's Order Re: Complex Civil Case Questionnaire (filed December 10, 2021) (PAGA Action) [1 page]	0	0.10

Review Defendants' Notice of Related Case Relating Class Action (filed December 22, 2021) (PAGA Action) [3 pages]	0	0.10
Review Defendants' Notice of Related Case (filed December 22, 2021) (Class Action) [1 page]	0.50	0.10
Review and Analyze Defendants' Counsel's Notice of Name Change (filed December 23, 2021) (Class Action) [1 page]	0.20	0.10
Review Court's Minute Order re: January 20, 2022, Status Conference Setting Order to Show Cause (filed January 20, 2022) (Class Action) [1 page]	0.40	0.10
Review and Analyze Defendants' Case Management Statement (filed January 28, 2022) (PAGA Action) [6 pages]	0	0.60
Draft, Review, and/or Revise Plaintiffs' Case Management Statement (filed January 28, 2022) (PAGA Action) [6 pages]	0	1.10
Review and Analyze Defendants' Declaration of Seth Neulight re: Order to Show Cause (filed February 7, 2022) (Class Action) [3 pages]	0.30	0.20

Review and Analyze Defendants' Amended Declaration of Seth Neulight re: Order to Show Cause (filed February 7, 2022) (Class Action) [3 pages]	0.70	0.20
Draft, Review, and/or Revise Declaration of Amir Nayebdadash re: Order to Show Cause (filed February 7, 2022) (Class Action) PLG [2 pages]	2.30	0.10
Review Court's Minute Order Setting Trial and Final Status Conference (filed February 14, 2022) (PAGA Action) [1 page]	0	0.10
Review Court's Minute Order Re: Order to Show Cause, Discovery, and Further Status Conference Scheduling (filed February 17, 2022) (Class Action) [2 pages]	1.00	0.10
Draft, Review, and/or Revise Notice of Status Conference for June 13, 2022 (filed February 24, 2022) (Class Action) PLG [5 pages]	0.80	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Protective Order – Confidential Designation Only (filed May 13, 2022) (Class Action) PLG [14 pages]	7.30	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed June 6, 2022) (Class Action) PLG [5 pages]	1.50	0.10

Review Court's Minute Order Re: Status Conference and Mediation (filed June 13, 2022) (Class Action) [1 page]	0.80	0.10
Draft, Review, and/or Revise Notice of Posting Jury Fees (filed June 20, 2022) (PAGA Action) Aram Boyadian [2 pages]	0	0.20
Draft, Review, and/or Revise Notice of Continued Status Conference (filed June 22, 2022) (Class Action) PLG [4 pages]	1.10	0.10
Review and Analyze Defendants' <i>Ex Parte</i> Application for an Order Continuing Trial Date and Related Deadlines; Declaration of Seth L. Neulight in Support Thereof; and [Proposed] Order Thereof (filed July 12, 2022) (PAGA Action) [7 pages][4 pages] [1 page]	0	1.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order to Continue Trial and All Related Dates for Good Cause (filed July 12, 2022) (PAGA Action) Edwin Aiwazian [5 pages] [1 page]	0	1.80
Review Court's Order re: <i>Ex Parte</i> Application to Continue Trial and Related Deadlines (filed July 20, 2022) (PAGA Action) [2 pages]	0	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed July 21, 2022) (Class Action)	1.80	0.10

• PLG [4 pages]		
Review Court's Minute Order Re: Status Conference (filed July 29, 2022) (Class Action) • [1 page]	0.30	0.10
Draft, Review, and/or Revise Notice of Continued Status Conference (filed July 29, 2022) (Class Action) • PLG [4 pages]	0.90	0.10
Review Court's Order Denying Joint Stipulation and [Proposed] Order to Continue Trial and All Related Deadlines (filed August 9, 2022) (PAGA Action) • [6 pages]	0	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed August 26, 2022) (Class Action) • PLG [4 pages]	1.50	0.10
Review Court's Minute Order Re: Status Conference and Mediation (filed September 2, 2022) (Class Action) • [1 page]	0.40	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation re: Discovery and Mediation; [Proposed] Order (filed September 6, 2022) (Class Action) • PLG [10 pages]	6.80	0.10
Draft, Review, and/or Revise Notice of Continued Status Conference (filed September 6, 2022) (Class Action)	0.80	0.10

• PLG [4 pages]		
Research, Draft, Review, and/or Revise Plaintiffs’ First Amended Complaint & for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, <i>Et Seq</i> (filed November 22, 2022); Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Stipulation and Order for Leave to File First Amended Complaint (filed November 21, 2022) (Class Action) • Edwin Aiwazian [32 pages] • Tara Zabehe • PLG [4 pages]	3.70	2.50
Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed November 23, 2022) (Class Action) • PLG [3 pages]	1.40	0.10
Draft Request for Dismissal Without Prejudice (filed November 29, 2022) (PAGA Action) • Tara Zabehe [3 pages]	0	0.30
Review Court’s Minute Order Re: Status Conference and Rescheduled Mediation Date (filed December 2, 2022) (Class Action) • [1 page]	0.70	0.10
Draft, Review, and/or Revise Notice of Ruling Re: Court’s Minute Orders (filed December 7, 2022) (Class Action) • PLG [4 pages]	1.10	0.10
Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Post-Mediation Status Conference Statement (filed January 13, 2023) (Class Action)	2.10	0.10

• PLG [4 pages]		
Review Court's Minute Order Re: Continued Post-Mediation Status Conference (filed January 23, 2023) (Class Action) • [1 page]	0.90	0.10
Draft, Review, and/or Revise Notice of Continued Post-Mediation Status Conference (filed January 26, 2023) (Class Action) • PLG [3 pages]	1.20	0.10
Draft, Review, and/or Revise Notice of Settlement (filed March 2, 2023) (Class Action) • PLG [2 Pages]	3.40	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed March 17, 2023) (Class Action) • PLG [4 pages]	0.80	0.10
Review Court's Minute Order re: Post-Mediation Status Conference (filed March 24, 2023) (Class Action) • [1 page]	0.10	0.10
Draft, Review, and/or Revise Notice of Ruling (filed March 29, 2023) (Class Action) • PLG [4 pages]	0.60	0.10
Appearances		
Prepare for and Appear at Initial Status Conference (May 19, 2021) (Class Action) • Harry Erganyan	0	1.10

Prepare for and Appear at Continued Initial Status Conference (July 22, 2021) (Class Action)	1.30	0
Prepare for and Appear at Order to Show Cause Re: Failure to Appear at January 20, 2022 Status Conference (February 17, 2022) (Class Action) • PLG	1.20	0
Prepare for and Appear at Status Conference (December 2, 2022) (Class Action) • PLG	1.10	0
Prepare for and Appear at Initial Case Management Conference (February 14, 2022) (PAGA Action) • Randolph Greenwald	0	1.20
Prepare for and Appear at <i>Ex Parte</i> Application for an Order Continuing Trial and Related Deadlines (July 20, 2022) (PAGA Action) • Aram Boyadjian	0	1.70
Prepare for and Appear at Post-Mediation Status Conference (March 24, 2023) (Class Action) • Selena Matavosian • PLG	1.30	1.30
Prepare for and Attend Hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement (September 14, 2023) (Class Action) • Brian J. St. John • PLG	1.50	1.10

Prepare for and Attend Hearing on Motion for Final Approval of Class Action and PAGA Settlement (March 4, 2024) (Anticipated)	2.00	1.50
Discovery and Deposition		
Draft Letter to Defendants Re: Requests for Personnel File, Pay Stubs, and Time Records for Plaintiff Henry Perez Jr. (served January 26, 2021) - Edwin Aiwazian [2 pages]	0	1.90
Draft Letter to Defendants Re: Requests for Personnel File, Pay Stubs, and Time Records for Plaintiff Henry Perez III (served March 18, 2021) - Edwin Aiwazian [2 pages]	0	1.90
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Henry Perez Jr. (served on March 5, 2021) [120 pages]	0	3.90
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Henry Perez III (served on April 21, 2021) [75 pages]	0	2.50
Review Defendant MNRO Holdings, LLC's Form Interrogatories – Employment (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff Perez Jr. (served December 9, 2021) (Class Action) [9 pages][6 pages][9 pages]	3.60	0.50

Draft, Review, and/or Revise Plaintiff Perez Jr.'s Responses to Defendant MNRO Holdings, LLC's Form Interrogatories – Employment (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) (served January 17, 2022) (Class Action) • PLG • [19 pages][46 pages][35 pages]	12.30	0.80
Gather and/or Review Plaintiff Perez Jr.'s Document Production in Response to Defendant MNRO Holdings, LLC's Requests for Production of Documents, Set One (Bates PEREZ000001 – PEREZ000120) (served January 17, 2022) (Class Action) • PLG	3.40	1.10
Draft, Review, and/or Revise Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Monro, Inc. (served February 22, 2022) (PAGA Action) • Aram Boyadjian • [9 pages][4 pages][8 pages][23 pages]	0	6.50
Draft, Review, and/or Revise Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant MNRO Holdings, LLC (served February 22, 2022) (PAGA Action) • Aram Boyadjian • [9 pages][4 pages][8 pages][23 pages]	0	5.50
Draft, Review, and/or Revise Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant Monro, Inc. and Requests for Production of Documents	0	3.10

(noticed for April 13, 2022; Organizational Structure) (served on February 22, 2022) (PAGA Action) • Aram Boyadjian • [10 pages]		
Draft, Review, and/or Revise Plaintiffs’ Notice of Deposition of Person Most Knowledgeable at Defendant Monro, Inc. and Requests for Production of Documents (noticed for April 14, 2022; Wage and Hour Practices) (served on February 22, 2022) (PAGA Action) • Aram Boyadjian • [15 pages]	0	3.40
Draft, Review, and/or Revise Plaintiffs’ Notice of Deposition of Person Most Knowledgeable at Defendant MNRO Holdings, LLC and Requests for Production of Documents (noticed for April 6, 2022; Organizational Structure) (served on February 22, 2022) (PAGA Action) • Aram Boyadjian • [10 pages]	0	3.10
Draft, Review, and/or Revise Plaintiffs’ Notice of Deposition of Person Most Knowledgeable at Defendant MNRO Holdings, LLC and Requests for Production of Documents (noticed for April 7, 2022; Wage and Hour Practices) (served on February 22, 2022) (PAGA Action) • Aram Boyadjian • [15 pages]	0	3.40
Draft, Review, and/or Revise Plaintiff Perez Jr.’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), Demand for Production of Documents (Set One),	13.80	0.10

and Proposed <i>Belaire-West</i> Notice to Defendant Monro, Inc. (served February 24, 2022) (Class Action) • PLG • [9 pages][5 pages][17 pages]		
Draft, Review, and/or Revise Plaintiff Perez Jr.'s Notice of Deposition of Defendant Monro, Inc.'s Person Most Qualified (noticed for May 10, 2022 and May 11, 2022) (served February 24, 2022) (Class Action) • PLG • [7 pages]	7.20	0.10
Draft, Review, and/or Revise Plaintiff Perez Jr.'s Form Interrogatories – General (Set One), Special Interrogatories (Set One), Demand for Production of Documents (Set One), and Proposed <i>Belaire-West</i> Notice to Defendant MNRO Holdings, LLC (served February 24, 2022) (Class Action) • PLG • [9 pages][5 pages][17 pages]	13.80	0.10
Draft, Review, and/or Revise Plaintiff Perez Jr.'s Notice of Deposition of Defendant MNRO Holdings, LLC's Person Most Qualified (noticed for May 12, 2022 and May 13, 2022) (served February 24, 2022) (Class Action) • PLG • [7 pages]	7.20	0.10
Review and Analyze Defendant MNRO Holdings, LLC's Objections to Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant MNRO Holdings, LLC and Requests for Production of Documents (noticed for April 6, 2022; Organizational Structure) (served on March 30, 2022) (PAGA Action) • [10 pages]	0	0.50

Review and Analyze Defendant MNRO Holdings, LLC's Objections to Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant MNRO Holdings, LLC and Requests for Production of Documents (noticed for April 7, 2022; Wage and Hour Practices) (served on March 30, 2022) (PAGA Action) • [23 pages]	0	1.50
Review and Analyze Defendant Monro, Inc.'s Objections to Plaintiffs' Notice of Deposition of Person Most Knowledgeable and Requests for Production of Documents (noticed for April 13, 2022; Organizational Structure) (served on March 30, 2022) (PAGA Action) • [10 pages]	0	0.50
Review and Analyze Defendant Monro, Inc.'s Objections to Plaintiff Perez Jr.'s Notice of Deposition of Person Most Qualified at Defendant Monro, Inc. (noticed for May 10, 2022 and May 11, 2022) (served on May 2, 2022) (Class Action) • [15 pages]	2.80	1.50
Review and Analyze Defendant MNRO Holdings, LLC's Objections to Plaintiff Perez Jr.'s Notice of Deposition of Person Most Qualified at Defendant MNRO, LLC (noticed for May 12, 2022 and May 13, 2022) (served on May 2, 2022) (Class Action) • [15 pages]	2.80	1.50
Review and Analyze Defendant Monro, Inc.'s Objections to Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant Monro, Inc. and Requests for Production of Documents (noticed for April 14, 2022; Wage and Hour Practices) (served on March 30, 2022) (PAGA Action) • [23 pages]	0	1.50

Draft, Review, and/or Revise Plaintiff Perez Jr.'s Supplemental Responses to Defendant MNRO Holdings, LLC's Form Interrogatories – Employment (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One)(served April 4, 2022) (Class Action) • PLG • [17 pages][5 pages][13 pages]	17.20	0.50
Review and Analyze Defendant Monro, Inc.'s Responses to Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served May 3, 2022) (PAGA Action) • [23 pages][5 pages][19 pages][50 pages]	0	3.90
Review and Analyze Defendant MNRO Holdings, LLC's Responses to Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served May 3, 2022) (PAGA Action) • [23 pages][5 pages][19 pages][50 pages]	0	3.50
Review and Analyze Defendant Monro, Inc.'s Responses to Plaintiff Perez Jr.'s Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Demand for Production of Documents (Set One), (served May 3, 2022) (Class Action) • [10 pages][11 pages][33 pages]	5.70	0.60
Review and Analyze Defendant MNRO Holdings, LLC's Responses to Plaintiff Perez Jr.'s Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Demand for Production of Documents (Set One) (served May 3, 2022) (Class Action) • [10 pages][11 pages][33 pages]	5.90	0.50

Review and Analyze Documents Produced Pursuant to Protective Order by Defendant MNRO Holdings, LLC (Bates MNROH_CLASS000001 – MNROH_CLASS000085) (served May 5, 2022) (Class Action)	3.40	1.10
[85 pages]		
Review and Analyze Verifications Regarding Discovery Responses of Monro, Inc. (served on May 10, 2023) (Class Action)	0.30	0.30
Letters and Correspondence		
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Perez Jr. for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 8, 2021) (PAGA Action)	0	4.50
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Perez III for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 8, 2021) (PAGA Action)	0	4.50
Draft Meet and Confer Correspondence to, Meet and Confer Telephonically with, and Review and Respond to Correspondence from Defendants' Counsel	48.50	18.50
Mediation/Settlement		
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendants, and Other Sources Prior to Mediation and Perform Evaluation of Claims and Damages and Penalties in Connection with Settlement Negotiations and Mediations	55.40	20.50
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting, Reviewing, and/or Revising the Mediation Brief, Compiling the Mediation Exhibits in Support of Mediation Brief, and Performing Violation Analysis and Calculations of Damages and Penalties (submitted on December 12, 2022)	29.40	6.50

Prepare for and Remotely Attend Mediation Session with Hon. James Otero (Ret.) (December 16, 2022) (via Zoom)	10.0	0
Prepare for and Attend Second Mediation Session with Hon. James Otero (Ret.) (January 12, 2023) (via Zoom)	8.0	0
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on February 9, 2023)	8.70	0.20
Draft, Review, Revise, Negotiate, and Finalize Class Action and PAGA Settlement Agreement (executed on April 5, 2021) and Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval	22.50	1.50
Coordinate Settlement Administration with Settlement Administrator, Ongoing Monitoring of Settlement Administration, Review Workweeks Count and Escalator Clause, and/or Respond to Inquiries Regarding Notice Settlement Administration	8.80	1.50
Law and Motion		
Research, Draft, Review, and/or Revise Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Edwin Aiwazian in Support Thereof; Declaration of Plaintiff Henry Perez, Jr. in Support Thereof; Declaration of Plaintiff Henry Perez III in Support Thereof; Declaration of Settlement Administrator; and [Proposed] Order Thereof (filed May 24, 2023) • PLG • Edwin Aiwazian • [25 pages][30 pages][16 pages][5 pages][5 pages][15 pages][5 pages]	26.0	4.50
Review Court's Order Re: Hearing on Motion for Preliminary Approval of Settlement (filed on September 14, 2023)	0.20	0.10

• [1 page]		
Draft, Review, and/or Revise Notice of Ruling Granting Plaintiffs’ Motion for Preliminary Approval of Settlement (filed September 18, 2023) • PLG • [4 pages]	0.50	0.10
Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Stipulation Re Amendment of Order Granting Plaintiffs’ Motion for Preliminary Approval and Increasing Gross Settlement Amount; [Proposed] Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (filed October 19, 2023) (Class Action) • PLG [3 pages] [5 pages]	2.20	0.40
Review Court’s Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (filed October 24, 2023) (Class Action) • [5 pages]	0.50	0.10
Draft Notice of Entry of Order Re: Amended Order (filed October 27, 2023) (Class Action) • PLG • [8 pages]	0.50	0
Review and Analyze Settlement Administrator’s Preliminary Declaration Regarding Settlement Notice Administration; and Research and Draft, Review, and/or Revise Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Edwin Aiwarzian in Support Thereof; Declaration of Plaintiff Henry Perez, Jr. in Support Thereof; and Declaration of Plaintiff Henry Perez III in Support Thereof (filed on December 8, 2023) (Anticipated)	31.70	6.50

Review and Analyze Settlement Administrator's Final Declaration Regarding Settlement Notice Administration; and [Proposed] Final Approval Order and Judgment (filed on February 23, 2024) (Anticipated)	5.50	
Total Hours:	536.20	326.30
Grand Total Hours:	862.50	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

Henry Perez, et al. v. Monro Holdings, Inc., et al.

(LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV09582)

PROTECTION LAW GROUP LLP - - EXPENSE REPORT

Date	Memo	Debit
July 2021 - October 2023	Court Filings and Attorney Service Fees	\$ 624.45
July 2021 - November 2023	Service Expenses (Mail/UPS/Case Anywhere)	\$ 1,539.06
July 2021	Expenses for Court Hearings (LA Court Connect for July 27, 2021)	\$ 15.00
July 2022	Mediation with JAMS (Mediation for October 26, 2022)	\$ 11,775.00
November 2022	Expert Analysis of Time & Payroll Records	\$ 2,800.00
December 2022	Mediation with JAMS (Continuing Mediation Fee)	\$ 3,857.71
May 2023	Mediation with JAMS (Communications w/Hon. S. James Otero (Ret.))	\$ 1,017.00
November 2023	ILYM Group, Inc. (Belaire Notice)	\$ 1,665.00
December 2023 - April 2025	Estimated Future Costs (filing and service fees for filing of Motion for Final Approval; filing and service fees for filing Final Declaration re Opt-Outs; filing and service fee for filing of Notice of Entry of Judgment; filing and service fee for filing of Declaration re Settlement Administration/Disbursement)	\$ 391.96

TOTAL COSTS \$ 23,685.18