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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DIVISION**

DAVID SAFIER, individually and on behalf
of all others similarly situated;

Plaintiff,

vs.

NSA DOC PREP LLC dba MILLENNIA
TAX RELIEF, a Nevada Limited Liability
Company; MILLENNIA TAX RELIEF DBA
LIMITED LIABILITY CO.; Robert Kim aka
Rob King, an individual; Calen Meza, an
individual; Jimmy Perez, an individual; and
DOES 1 through 50, inclusive;

Defendants.

Case No.: 21STCV27782

**PLAINTIFF CLASS NOTICE OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
DECLARATIONS; [PROPOSED] ORDER**

Judge: Hon. Elihu M. Berle
Date: October 17, 2025
Time: 9:00 AM
Courtroom: Dept. 6 at Spring St Courthouse

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 17, 2025, at 9:00 a.m., or as soon thereafter
3 as counsel may be heard in Department 6 at Spring Street Courthouse of the above-entitled Court,
4 located at 312 N Spring St, Los Angeles, CA 90012, Plaintiff David Safier, on behalf of himself
5 and all others similarly situated (collectively, “Plaintiffs”), will and hereby do move for an Order:
6 (1) preliminarily approving the proposed class action settlement, including the settlement of
7 Plaintiff’s claim for recovery of penalties under the Labor Code Private Attorneys General Act;
8 (2) directing that notice of the proposed settlement be given to class members; and (3) scheduling
9 a hearing for final approval of the proposed settlement and entry of the parties’ proposed Final
10 Order Approving Class Action Settlement.

11 The Settlement Class is defined as the following:

12 All current and former Inside Sales Representatives who worked for Defendants
13 from July 29, 2017 to the date on which the Court enters a Preliminary Approval
14 Order granting preliminary approval of the class action Settlement.

15 This motion will be based on this notice, the memorandum of points and authorities in
16 support of this motion, the declarations of Devon K. Roepcke, and Eric A. LaGuardia, and all oral
17 and written evidence presented at the time of the hearing.

18 Dated: September 16, 2025

18 **LAW OFFICES OF DEVON K. ROEPCKE**

19 By 
20 DEVON K. ROEPCKE
21 Attorneys for the Class

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Pursuant to California Rules of Court, rule 3.769, plaintiff David Safier on behalf of
3 himself and all others similarly situated (collectively, the “Plaintiffs”) hereby submit the
4 following Unopposed Motion for Preliminary Approval.

5 **I. INTRODUCTION**

6 The instant litigation (the “Action”) concerns alleged wage and other California Labor
7 Code violations for inside sales representatives employed by Defendants, Millennia Tax Relief,
8 LLC and NSA Doc Prep LLC dba Millennia Tax Relief (“Millennia”), a company operating
9 nationwide tax debt relief call centers, and Defendants Robert Kim aka Rob King, Calen Meza,
10 and Jimmy Perez, owners and managing agents (hereinafter “Managing Agents”) of Millennia.
11 (the Managing Agents and Millennia shall hereinafter be referred to collectively as
12 “Defendants”). Plaintiffs and Plaintiffs’ Counsel have fully investigated the factual and legal
13 bases for the causes of action and claims for damages and penalties asserted in the Action. After
14 investigation and a full-day mediation with mediator JJ Johnston the parties were able to reach a
15 settlement and entered into a Memorandum of Understanding. Thereafter, the parties continued
16 to negotiate the finer points of the settlement through additional settlement discussions via
17 telephone and e-mail communications, culminating in the full execution of a formal Joint
18 Stipulation of Settlement Agreement and Release of Class Action Claims (the “Stipulation”) (Ex.
19 1.) The parties propose to settle the Action for a cash payment to the Class, and any uncashed
20 checks shall be paid to ProPublica.¹

21 Because the proposed settlement, as described below, is fair, reasonable and adequate, and
22 in the best interests of the class, the Court should grant preliminary approval of the class action
23 settlement. Plaintiffs therefore ask the Court for an order: (1) preliminarily approving the

24 _____
25 ¹ ProPublica is an independent nonprofit newsroom that produces investigative journalism with
26 moral force. ProPublica’s series of articles on abuses suffered by temporary workers was the
27 direct catalyst that led to the passage of AB1897 (codified as Labor Code section 2810.3) which
28 holds companies legally responsible if the temporary staffing agencies and subcontractors they
hire cheat workers out of their wages or put them in harm’s way.

1 proposed class action settlement, which includes an allocation to penalties recoverable under the
2 California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code 2698, *et*
3 *seq.*; (2) directing that Notice (defined below) of the proposed settlement be given to Class
4 Members; and (3) scheduling a hearing for final approval of the proposed settlement and entry of
5 the parties’ proposed Final Order Approving Class Action Settlement.

6 **II. PROCEDURAL HISTORY AND SUMMARY OF LEGAL POSITIONS**

7 On July 29, 2021 Plaintiff David Safier filed a Class Action Complaint alleging
8 Defendants, among other things, failed to: properly calculate and pay wages, including overtime
9 wages; pay all wages, including overtime, due at the time of separation; and provide accurate
10 wage statements. Based on these allegations, Plaintiffs also claimed that Defendant engaged in
11 unfair competition, and that the putative class should be entitled to injunctive relief and sought
12 recovery under PAGA. On December 2, 2021, Mr. Safier filed his First Amended Complaint
13 which named additional defendants Robert Kim aka Rob King, Calen Meza, and Jimmy Perez.
14 Defendants were served with the First Amended Complaint in December of 2021. On or about
15 March 30, 2022, Defendant Millennia Tax Relief dba Limited Liability Co. was added to the
16 complaint in place of DOE No. 1. Despite being properly served, none of the defendants timely
17 appeared and defended the present lawsuit and default was entered against them accordingly.

18 Subsequently, on or about August 23, 2022, Plaintiff served subpoenas on the named
19 entity defendants and on the bank where Plaintiff’s checks were issued. In response to Plaintiff’s
20 subpoena, Defendants’ bank provided thousands of pages of documents, including more than
21 6,300 checks Defendants issued to their employees, which contain the full name and address for
22 the recipient. After a detailed analysis of the check data, taking hundreds of hours, Plaintiff was
23 able to assemble a class list with names and addresses.

24 On June 22, 2023, Plaintiff filed a Motion for Class Certification. On August 23, 2023, the
25 Court granted in part Plaintiff’s Motion for Class Certification appointing Plaintiff’s counsel as
26 counsel for the Class and certified the following sub classes:

27
28 **Overtime Subclass:** All of Defendants’ non-exempt California employees from July 29,

1 2017, through the present who worked in excess of eight hours per day and/or in excess of
2 40 hours per week and were not paid overtime wages based on their regular rate of pay.

3
4 **Wage Statement Subclass:** All of Defendants' non-exempt California employees from
5 July 29, 2017, through the present who did not receive wage statements.

6
7 **UCL Subclass:** All of Defendants' non-exempt California employees from July 29, 2017,
8 through the present who are owed restitution in the form of wages and premiums earned
9 and unpaid as a result of Defendants' illegal policies and procedures.

10
11 On November 28, 2023, Plaintiffs mailed the approved Notice to members of the class. A
12 few of the class members called Plaintiffs' counsel to inquire about the case and express interest
13 in participating. No class member expressed any objection to their participation in the case as a
14 member of the class.

15 Finally, with a certified class and the prospect of default judgment enforcement against
16 them, Defendants Millennia Tax Relief, LLC; NSA Doc Prep LLC dba Millennia Tax Relief;
17 Robert Kim aka Rob King; and Calen Meza, filed a motion to set aside their defaults which the
18 court granted, setting aside these Defendants' defaults on October 7, 2024. Thereafter, Plaintiffs
19 and the above Defendants agreed to engage in mediation and have engaged in written discovery.

20 The risks of proceeding with this action rather than settlement at this stage, among others
21 discussed below, is that Defendants could prevail not only in defending against some or all of
22 Plaintiffs' claims, but in moving to decertify the class, which could result in a smaller class of
23 workers or potentially no class certification at all, with the consequence being little to no recovery
24 for Plaintiff or the Class.

25 **III. FACTUAL AND LEGAL ISSUES HAVE BEEN**
26 **THOROUGHLY INVESTIGATED**

27 During the course of the Action, the parties obtained an abundance of information through
28 both formal and informal discovery. For example, as discussed above, Plaintiff served subpoenas

1 on the named entity defendants and on the bank where Plaintiff's checks were issued. In response
2 to Plaintiff's subpoena, Defendants' bank provided thousands of pages of documents, including
3 more than 6,300 checks. Plaintiff conducted a detailed analysis of the check data, taking hundreds
4 of hours and assembled a class list with names and addresses. After Defendants appeared in this
5 action, the parties engaged in formal and informal discovery of additional documents and data to
6 confirm an accurate class list based on the court's approved class certification order.

7 Both parties have obtained and reviewed extensive information and evidence relevant to
8 this action. Counsel for the parties also have invested extensive time investigating the applicable
9 law, which is constantly is evolving as it relates to class certification, Plaintiffs' claims and
10 alleged damages, and Defendants' defenses to Plaintiffs' claims. (Roepcke Decl. ¶ 4.)

11 **IV. THE SETTLEMENT TERMS**

12 The Stipulation includes the following key terms:

13 **A. Description of the Settlement Class.**

14 The parties have agreed that the term "Class Members" is defined to include "all current
15 and former Inside Sales Representatives who worked for Defendants from July 29, 2017 to the
16 date on which the Court enters a Preliminary Approval Order granting preliminary approval of
17 the class action Settlement." (Ex. "1" at p. 3, ¶ 7.) The parties agree that the Settlement Class
18 consists of approximately 430 mostly part-time/short term employees, as determined by
19 Defendants' employment records. (Roepcke Decl. ¶ 11.)

20 **B. Appointment of Settlement Claims Administrator.**

21 The parties agree to use CPT Group, Inc. as the Settlement "Claims Administrator" to
22 provide the Notice to Settlement Class Members and issue payments pursuant to the Stipulation.
23 (Ex. "1" at p. 11, ¶ 7; Roepcke Decl. ¶ 7.)

24 **C. Scope of the Release.**

25 For purposes of the Stipulation, Settlement Class Members release all known and
26 unknown federal or state law claims reasonably related to the Action. (Ex. "1" at p. 8, ¶ 2.) The
27 named Plaintiff will receive additional consideration and will sign a broad general release of all
28 claims. (*Id.*)

1 **D. Net Settlement Fund and Allocation.**

2 The Stipulation provides for a pre-tax cash payment to the Class Members of up to
3 \$154,676.50 (“Net Settlement Fund”). All Class Members who do not timely submit an Opt-Out
4 Request will be paid a *pro rata* share of the Net Settlement Fund based on the number of weeks
5 he or she worked during the Class Period. (Ex. “1” at p.14, ¶ 10.) The Net Settlement Fund will
6 be allocated as follows: twenty percent constitutes wages (subject to required withholdings and
7 deductions and reported as wage income on a Form W-2), forty percent constitutes penalties, and
8 forty percent constitutes interest (reported on a Form 1099-MISC). (*Id.*)

9 **E. Proposed Settlement and Notice Program.**

10 There are approximately 430 Class Members. (Roepcke Decl. ¶ 11.) The total value of
11 the Settlement Agreement is \$295,000.00 (“Gross Settlement”) (Ex. “1” at p.6, ¶ 33.) After the
12 deduction of the Claims Administrator fee, attorneys’ fees, costs, the Class Representative
13 enhancement award, and payment to the Labor and Workplace Development Agency (“LWDA”)
14 from the Gross Settlement, approximately \$154,676.50² remains for the Class. (Roepcke Decl. ¶
15 12.) This equates to an average payment of approximately \$360 per class member.³ (*Id.*)

16 Defendants will provide the Claims Administrator with a list of all Class Members,
17 including his or her name, last known address, telephone number, social security number, and the
18 number of the weeks worked so that a monetary award can be determined for each Class Member
19 within twenty (20) days after preliminary approval of the Proposed Settlement Agreement. (*See*
20 Ex. “1” at p.3, ¶ 9.) The Claims Administrator then has ten (10) days upon receipt to disseminate
21 the Notice (defined below) to the Class Members. (Ex. “1” at p.13, ¶ c.) The Class Members of
22 this Proposed Settlement Agreement will be notified (“Notice”) via first class mail. (*See* Ex. “1”
23 at p.16, ¶ 11; *See* Ex. “A.”) The Notice is designed to provide Class Members with detailed
24 information about the lawsuit, and to inform them about their rights and the settlement benefits.

25 _____
26 ² This amount is calculated based on the Gross Settlement of \$295,000.00 less costs of
27 \$20,000.00, attorneys’ fees of \$98,323.50, LWDA payment of \$12,000.00, class administrator
28 fees of \$10,000.00, and enhancements totaling \$10,000.00.

³ While this calculation assumes each class member worked an equal amount of weeks, the actual
disbursement of the settlement sum to the class members will be apportioned on the number of
weeks worked during the class period. (Ex. “1” at p.14, ¶ 10.)

(See Ex. “A.”) This Notice contains a thorough description of the lawsuit, the settlement relief, and their legal rights. (*Id.*) From the date the Notices are disseminated, the Class Members have forty-five (45) days to opt out of the settlement; Class Members who do not opt out within that time period shall be part of the settlement class and receive a cash payout. (Ex. “1” at p. 14, ¶ 10; Ex. “A.”) Assuming the Court enters an order granting preliminary approval on the date of this hearing, and assuming Defendants and the Claims Administrator take the maximum time allowed under the stipulation and settlement to meet their obligations, the Claims Administrator will send out the Notices no later than November 17, 2025. (See Ex. “1” at p.13, ¶ 9) As such, the Class Members will have until January 1, 2026 to respond. (See Ex. “1” at p.16, ¶ b; See also Ex. “A.”)

The Notice program also has safeguards. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address database to update and correct any known or identifiable Class Member address changes. If a new address is obtained by way of a returned Notice Packet, then the Claims Administrator shall promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail indicating on the original Notice Packet the date of initial mailing. (Ex “1” at p.16, ¶ 11.) Any Notices returned to the Claims Administrator as non-delivered, on or before the Opt-Out/Objection Deadline Date, shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer, or other search using the name, address, and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) business days. (*Id.*)

F. Attorneys’ Fees, Costs, Administration Costs, Enhancement Payments, and PAGA Payments.

The Gross Settlement contemplates payment of Ninety-Eight Thousand, Three Hundred Twenty-Three Dollars and Fifty Cents (\$98,323.50) in attorneys’ fees, which is 33.33% of the total settlement, and up to Twenty Thousand Dollars (\$20,000) in litigation costs. (Ex. “1” at p.10, ¶ 6.) Sixteen Thousand dollars of the Gross Settlement is allocated to PAGA penalties, with Twelve Thousand Dollars (\$12,000) of that amount paid to the Labor Workforce and

1 Development Agency (“LWDA”) (Ex. “1” at p.6, ¶ 28.) Ten Thousand Dollars (\$10,000) of the
2 Gross Settlement is to be provided to Plaintiff as class service payment. (Ex. “1” at p.9, ¶ 3.) Up
3 to Ten Thousand (\$10,000) of the Gross Settlement will be provided to the claims administrator
4 for both its fee and the cost of the claims process (including first class mail costs). (Ex. “1” at
5 p.11, ¶ 7.)

6 **V. FAIRNESS OF THE SETTLEMENT**

7 As described above, the parties conducted extensive formal and informal discovery and
8 exchanged detailed information and data concerning this action’s claims, defenses, and alleged
9 damages. (Roepcke Decl. ¶¶ 3-4.) Specifically, Plaintiff propounded and analyzed responses to
10 interrogatories, document requests, and requests for admission; reviewed thousands pages of
11 documents, including personnel and payroll information such as schedules, wage reports, and
12 time punch reports; and held numerous conferences between Plaintiffs and their counsel spanning
13 several hours. (*Id.*)

14 After fully investigating the factual and legal bases for the causes of action asserted in the
15 Action, the parties agreed to participate in a full-day private mediation with mediator JJ Johnston.
16 At mediation, the parties were able to reach a settlement and entered into a Memorandum of
17 Understanding. Thereafter, the parties continued to negotiate the finer points of the settlement
18 through several additional settlement discussions via telephone and e-mail communications,
19 culminating in the full execution of a formal Stipulation attached hereto as Exhibit “1.” (Roepcke
20 Decl. ¶ 5.)

21 While Plaintiffs are confident in the merits their alleged claims, Defendants deny all of
22 Plaintiffs’ material allegations, and have asserted various affirmative defenses, and believe they
23 prevail in defending the claims on their merits. Moreover, the risks of continuing this litigation
24 are not limited to legal or substantive issues, assuming Plaintiffs are successful in proving
25 liability, they would then have to establish damages and *collect* those damages.⁴ In addition, there

26 ⁴ Defendants are a small company. Prior to mediation, Defendants’ counsel shared with Class
27 Counsel Defendants’ concern that it would not be able to bear the costs of litigation through trial
28 or pay an adverse judgment. Defendants have demonstrated that a settlement in an amount any
greater than the amount achieved through the Parties’ Stipulation would reasonably prompt
Defendant to file bankruptcy and/or cease conducting business altogether resulting in lost jobs for

1 is the risk that a jury may not award substantial damages. But also because Defendants have
2 claimed, and substantiated such claim, that their ability to pay a class settlement is financially
3 limited, proceeding with litigation here would likely result in Defendants filing for bankruptcy
4 and/or going out of business based on the increased attorneys' fees and costs alone. In that case,
5 Plaintiffs and the Class would recover far less, if anything at all.

6 After considering the available discovery, range of possible recovery, risk of losing at
7 trial, the difficulties and complexity of the litigation, lengthy process of litigating to judgment, the
8 possibility of delays and appeals, and the substantial risk Defendants' finances pose that
9 proceeding further with the Action would result in no recovery at all, Plaintiffs and their counsel
10 believe the Stipulation, reached through negotiations facilitated by an experienced and
11 knowledgeable mediator, is in the best interest of the Settlement Class Members, and represents a
12 fair, reasonable, and adequate resolution of this action.

13 VI. CLASS ACTION SETTLEMENT PROCEDURE

14 Putative class actions may only be settled, compromised or dismissed upon court approval
15 and then only after a determination that the settlement is fair, adequate, and reasonable is made.
16 (*In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723.) Courts have broad discretion to
17 make this determination. (*Id.* at 723.)

18 Class action settlement approval involves a two-step process. First, the parties to the
19 proposed settlement:

20 [F]ile a written notice of motion for preliminary approval of the settlement. The
21 settlement agreement and proposed notice to class members must be filed with the
22 motion, and the proposed order must be lodged with the motion.

23 Cal. Rule of Court 3.769(c). At this stage, the Court makes a preliminary determination that the
24 settlement overall is fair, adequate and reasonable. In doing so, it balances the following factors:

25 (i) the strength of the plaintiff's case; (ii) the risks, expense, complexity and likely duration of
26 further litigation; (iii) the risk of maintaining class action status throughout the trial; (iv) the

27 _____
28 class members currently working for Defendant and diminishing any recovery for Plaintiffs and
the Class, if there would be any recovery at all.

1 amount offered in settlement; (v) the extent of discovery completed; (vi) the stage of the
2 proceedings; (vii) the experience and views of counsel; and (viii) any reaction of putative class
3 members to the proposed settlement. (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
4 1800-01 (citing *Officers for Justice v. Civil Serv. Comm'n., etc.*, 688 F.2d 615, 625 (9th Cir.
5 1982).)

6 In rendering this preliminary determination, Courts are reminded that they are not making
7 a final determination that the proposed settlement is fair, adequate and reasonable (the court only
8 makes such determinations after settlement class members receive notice and an opportunity to
9 object or opt-out), but rather a determination only that the proposed settlement is “within the
10 range of reasonableness.” (*Hernandez v. Vitamin Shoppe Indus., Inc.* (2009) 174 Cal. App.
11 4th 1441, 1446.)

12 Second, if the Court’s preliminary evaluation does not disclose grounds to doubt its
13 fairness or reveal other obvious deficiencies, the Court should direct that notice be given to
14 putative class members of a formal fairness hearing held to assess arguments and evidence in
15 support of and in opposition to the proposed settlement. (Cal. Rules Court 3.769(a), (e)-(g)
16 (establishing what is commonly referred to as the preliminary approval and the final approval
17 hearing process).) This two-step procedure, which is commonly utilized by both federal and
18 California courts, assures class members of the protection of procedural due process safeguards,
19 and enables the Court to fulfill its role as the guardian of class interests. (*See* California Rules of
20 Court, Rule 3.769 *et seq.*)

21 The Court utilizes the period of time between the preliminary approval and the final
22 approval hearing to consider any comments from settlement class members. At the final approval
23 stage, the Court also rules upon the reasonableness of any attorneys’ fees, class representative
24 enhancements, and repayment of litigation costs advanced by counsel. In preparation for such
25 final approval, Plaintiffs will provide this Court with further briefing pertaining to both final
26 approval of the settlement and an award of attorneys’ fees and costs.

1 **A. The Presumption of Fairness.**

2 There exists “a social policy to resolve cases.” (*Kullar v. Foot Locker Retail, Inc.* (2008)
3 168 Cal. App. 4th 116, 126 .) The trial court has broad discretion to determine whether the
4 settlement is fair. (*Dunk, supra*, at 1800-1801; *Rebney v. Wells Fargo Bank* (1990) 220
5 Cal.App.3d 1117, 1138.) At the same time, it aims “to prevent fraud, collusion or unfairness to
6 the class...” (*Dunk, supra*, at 1801; *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
7 103 Cal.App.3d 573, 578-579; *see also Marcarelli v. Cabell* (1976) 58 Cal.App.3d 51, 55.) The
8 court must determine whether the settlement is fair, adequate, and reasonable. (*See Officers for*
9 *Justice v. Civil Service Com'n, Etc.* (9th Cir. 1982) 688 F.2d 615, 625; Fed. R. Civ. Proc. 23(e).)

10 For preliminary approval purposes, a proposed class action settlement is *presumed* to be
11 fair where, as here, (1) the settlement is reached through arm’s-length bargaining; (2)
12 investigation and discovery are sufficient to allow counsel and the court to act intelligently; and
13 (3) counsel is experienced in similar litigation. (*Chaves v. Netflix, Inc.* (2008) 162 Cal. App. 4th
14 43, 52; *Dunk, supra*, at 1802.) Moreover, “unless the settlement is clearly inadequate, its
15 acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.”
16 (*National Rural Tele Coop. v. DIRECTTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526.) Fairness
17 is also presumed where the settlement follows a formal mediation, especially where the mediator
18 is a respected member of the legal community, and recommends the settlement. (*Dunk*, 48 Cal.
19 App. 4th at 1802.) According to the *Dunk* court:

20 Due regard should be given to what is otherwise a private consensual agreement
21 between the parties. The inquiry “must be limited to the extent necessary to reach
22 a reasoned judgment that the agreement is not the product of fraud or overreaching
23 by, or collusion between, the negotiating parties, and that the settlement, taken as a
24 whole, is fair, reasonable and adequate to all concerned.”

25 *Dunk* at 1801 (quoting *Officers for Justice*, 688 F.2d at 625.)

26 The proposed settlement in this action meets these criteria, and merits preliminary
27 approval because (1) it was reached through arm’s length bargaining that involved a mediation
28 before a respected and experienced mediator familiar with wage and hour class actions, as well as

1 ongoing discussions between the parties' counsel; (2) it was based on extensive discovery and
2 investigation sufficient to allow the parties to act intelligently; and (3) Settlement Class Counsel
3 is experienced in similar litigation, as explained more fully below.

4 As discussed above, the parties only agreed to the Stipulation after engaging in a
5 thoroughly briefed mediation process with mediator JJ Johnston. (Roepcke Decl. ¶ 5.) This
6 mediation was preceded by extensive written discovery, disclosure and review of thousands of
7 pages of discovery documents and informal information exchanges, and ongoing discussions
8 about the merits between the parties' counsel. (Roepcke Decl. ¶¶ 3-4.) Ultimately, mediation
9 with mediator JJ Johnston brought the parties to an agreement, which the parties memorialized in
10 the Stipulation only after even further arm's-length negotiation. (*Id.* at ¶ 5.)

11 It was challenging for the parties to arrive at a mutually acceptable settlement. Defendants
12 felt strongly about their ability to prevail on the merits and obtain a complete defense verdict.
13 Conversely, Plaintiffs and their counsel believed in their ability to prevail at trial on some, if not
14 all of their class claims. When negotiating settlement, both sides took into account the risks
15 presented, as well as the strengths and weaknesses of their positions as pointed out by mediator JJ
16 Johnston, the data available to evaluate liability and damages, the lack of data or evidence on
17 certain issues, and the substantial and evolving law applicable to the claims. The Stipulation was
18 only agreed to after extensive arm's length negotiations that resulted in a unique compromise that
19 permits all parties to move forward. (Roepcke Decl. ¶ 5.) In spite of a mutual desire to resolve
20 this action, the negotiations remained at all times adversarial. (*Id.*)

21 **B. The Settlement Achieved Is A Good Result For The Putative Class Members.**

22 Counsel on both sides agree that the result achieved in this litigation is fair and
23 reasonable. (Roepcke Decl. ¶ 10; LaGuardia Decl. ¶ 5.) As set forth more fully above, the
24 settlement of this action involves a lump sum cash payout of up to \$154,676.50 to the Class
25 Members.

26 Settlement Class Counsel's effectiveness in prosecuting this case has translated into
27 tangible monetary and non-monetary benefits for the Settlement Class Members in the following
28 respects: (1) a guaranteed favorable result; (2) monetary recovery over a reasonably short period

1 of time, as opposed to waiting additional years for a possibly worse result or likely little to
2 nothing at all; and (3) significant savings in attorneys' fees and costs, which would have
3 increased had the case progressed through trial and possible appeals. Without entering into the
4 Stipulation, there existed a significant risk that Defendants would prevail on the merits of some or
5 all claims or file for bankruptcy and/or close their doors and the Class Members would receive
6 nothing. Through the Stipulation, participating Settlement Class Members receive cash, and any
7 remaining uncashed checks will be donated to ProPublica. As such, the parties believe in good
8 faith that the proposed resolution is a fair, reasonable and adequate compromise.

9 **C. The Court Should Approve the Class Notice and Notice Procedure.**

10 As explained in the Stipulation, the Settlement Claims Administrator will send a Notice of
11 Proposed Class Action Settlement and Hearing for Court Approval ("Notice") to the Settlement
12 Class Members. (*See* Ex. "1" at p.16, ¶ 11.) The negotiated Notice is Exhibit "A," to the
13 declaration of Devon K. Roepcke.

14 The proposed Notice advises the Settlement Class Members of their anticipated recovery
15 under the Stipulation, how they can object, how they can exclude themselves, the amount of fees
16 and costs sought by Settlement Class Counsel, the amount of enhancement payments sought on
17 behalf of the class representatives, and the date of the final approval hearing. (*See* Ex. "A.") As
18 such, the proposed Notice complies with the notice requirements set forth in CRC Rule 3.766(d)
19 and Rule 3.769(f).

20 The Notice will be mailed by first class mail to each Settlement Class Member. (*See* Ex.
21 "1" at p.16, ¶ 11; Ex. "A.") Prior to mailing, Defendants will provide the Settlement Claims
22 Administrator with the names and last known addresses for each Settlement Class Member. (*See*
23 Ex. "1" at p.3, ¶ 9.) Additionally, to ensure each Settlement Class Member receives the Notice,
24 the Settlement Claims Administrator will use address verification measures for each Settlement
25 Class Member prior to mailing. (*See* Ex. "1" at p.16, ¶ 11.) Information regarding the proposed
26 Settlement Claims Administrator, CPT Group, Inc. is attached as Exhibit "B" to the declaration of
27 Devon K. Roepcke.

28 In cases in which any Notices are returned to the Claims Administrator as non-delivered,

1 on or before the Opt-Out/Objection Deadline Date, shall be sent to the forwarding address affixed
2 thereto within five (5) business days. If no forwarding address is provided, then the Claims
3 Administrator shall promptly attempt to determine a correct address using a single skip-trace,
4 computer, or other search using the name, address, and/or Social Security number of the
5 individual involved, and shall then perform a single re-mailing within five (5) business days. (See
6 Ex. "1" at p.16, ¶ c.)

7 **D. Settlement Class Counsel Is Experienced.**

8 Class Counsel has considerable experience in both wage and hour and class action
9 litigation. (Roepcke Decl. ¶¶ 8-9; LaGuardia Decl. ¶¶ 3-4.) Class Counsel considers this
10 Stipulation represents a fair, adequate and reasonable settlement, is in the best interests of the
11 Settlement Class Members and is well within the accepted range of recoveries for this type of
12 litigation. (Roepcke Decl. ¶ 10; LaGuardia Decl. ¶ 5.)

13 **VII. CONCLUSION**

14 Based on the foregoing, and because the Stipulation is beneficial to the Settlement Class
15 Members by efficiently, economically, and favorably resolving what would otherwise require
16 protracted and expensive litigation, Plaintiffs respectfully request that the Court issue an Order:

- 17 1. Preliminarily approving the settlement as set forth in the Stipulation;
18 2. Approving the proposed Notice; and
19 3. Scheduling a hearing date for final approval of the Stipulation.

20
21 Dated: September 16, 2025

LAW OFFICES OF DEVON K. ROEPCKE

22
23 By 
24 DEVON K. ROEPCKE

25 **LAGUARDIA LAW**
26 ERIC A. LAGUARDIA, ESQ.

27 Attorneys for the Class
28

Exhibit 1

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Attorneys for Plaintiff

Cliff Capdevielle (SBN 170721)
LAW OFFICES OF CLIFF CAPDEVIELLE
1921 Quail Creek Court
Reno, NV 89519
Telephone No: (650) 458-1541
attorneyc@yahoo.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CIVIL DIVISION

DAVID SAFIER, individually and on
behalf of all others similarly situated;

Plaintiff,

vs.

NSA DOC PREP LLC dba MILLENNIA
TAX RELIEF, a Nevada Limited Liability
Company; MILLENNIA TAX RELIEF
DBA LIMITED LIABILITY CO.; Robert
Kim aka Rob King, an individual; Calen
Meza, an individual; Jimmy Perez, an
individual; and DOES 1 through 50,
inclusive;

Defendants.

CASE NO.: 21STCV27782

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Action Filed: July 29, 2021

1 Subject to final approval by the Court, which counsel and the parties agree to pursue and
2 recommend in good faith, Plaintiff David Safier, individually and on behalf of all others similarly
3 situated, on the one hand, and Defendants NSA DOC PREP LLC dba MILLENNIA TAX RELIEF,
4 MILLENNIA TAX RELIEF DBA LIMITED LIABILITY CO., Robert Kim aka Rob King, Calen
5 Meza, and Jimmy Perez on the other (collectively "the Parties"), hereby agree to the following
6 binding Joint Stipulation of Class Action Settlement and Release of the class action designated
7 *Safier v. NSA Doc Prep LLC et al.*, Los Angeles County Superior Court Case No. 21STCV27782.

8 **I. DEFINED TERMS**

9 As used herein, the following terms are defined as:

10 1. "Action" or "Lawsuit" means *Safier v. NSA Doc Prep LLC et al.*, Los Angeles
11 County Superior Court Case No. 21STCV27782.

12 2. "Agreement," "Settlement," or "Stipulation" means this Joint Stipulation of Class
13 Action Settlement and Release.

14 3. "Attorneys' Fees and Cost Award" means the amount authorized by the Court to be
15 paid to Class Counsel for the services they have rendered and expenses they have incurred in
16 prosecuting the Action. Class Counsel shall request, and Defendants will not oppose, an award of
17 attorneys' fees of up to one-third (33.33%) of the Gross Settlement Amount, or Ninety-Eight
18 Thousand and Three Hundred and Twenty-Three Dollars and Fifty Cents (\$98,323.50) as well as
19 reasonable litigation costs actually incurred by Class Counsel, not to exceed Twenty-Thousand
20 Dollars and No Cents (\$20,000.00). The Attorneys' Fees and Cost Award shall be paid from the
21 Qualified Settlement Fund and Class Counsel will be issued an IRS Form 1099 for the Fees and
22 Costs Award. Named Plaintiff expressly consents to this payment of the Attorneys' Fees and Cost
23 Award.

24 4. "Claims" means all claims which have been, will be pursuant to Paragraph II.2 *infra*,
25 or could have been asserted in the Action based on the facts alleged.

26 5. "Claims Administrator" means CPT Group, Inc.; Telephone: (800) 542-0900, or
27 such other settlement administrator as selected by the Parties, subject to Court approval. The Claims
28 Administrator shall perform the notice, claims administration, and distribution of payment functions
further described in this Agreement. The Claims Administrator shall establish its own employer

1 identification number and file an Internal Revenue Service Form W-9. The Claims Administrator
2 shall meet all of the requirements to establish a Qualified Settlement Fund pursuant to Internal
3 Revenue Code Section 1.468B-1.

4 6. "Claims Administration Costs" means all costs incurred in administering the
5 Settlement. All Claims Administration Costs shall be paid out of the Gross Settlement Amount. If
6 the Settlement is not completed for any reason, Defendants shall be solely responsible for the Claims
7 Administration Costs.

8 7. "Class" and "Class Members" mean and refer to: All current and former Inside Sales
9 Representatives who worked for Defendants from July 29, 2017 to the date on which the Court
10 enters a Preliminary Approval Order granting preliminary approval of the class action Settlement.

11 8. "Class Counsel" and "Plaintiff's Counsel" means Law Offices of Devon K. Roepcke,
12 PC and Law Offices of Eric A. LaGuardia.

13 9. "Class List and Data Report" means a list of the names, most current mailing address
14 and telephone number, social security number, and the respective earnings of each Class Member
15 during the applicable Class Period. Defendants will diligently and in good faith compile the Class
16 List and Data Report from its records and provide it to the Claims Administrator and Class Counsel
17 within twenty (20) business days of the Court's entry of the Preliminary Approval Order. The Class
18 List and Data Report shall be provided in a computer-readable format.

19 10. "Class Period" means the period from July 29, 2017 through the date this settlement
20 is preliminarily approved.

21 11. "Court" means the Superior Court of the State of California, for the County of Los
22 Angeles.

23 12. "Defendants" means and refers to Defendants NSA DOC PREP LLC dba
24 MILLENNIA TAX RELIEF, MILLENNIA TAX RELIEF DBA LIMITED LIABILITY CO.,
25 Robert Kim aka Rob King, Calen Meza, and Jimmy Perez.

26 13. "Defendants' Counsel" means and refers to Cliff Capdevielle, Esq. For purposes of
27 providing any notices required under this Agreement, Defendants Counsel shall refer to Cliff
28 Capdevielle, Esq., attorneyc@yahoo.com, located at 1921 Quail Creek Court, Reno, NV 89519.

14. "Effective Date" means the date on which the Settlement will become final and
effective, which shall be upon the occurrence of all of the following events: (i) this Stipulation has

1 been executed by all Parties and by Class Counsel and Defendants' Counsel; (ii) entry of the
2 Preliminary Approval Order; (iii) Class Notice has been given to the members of the Class,
3 providing them with an opportunity to correct address information, object to the Settlement, or to
4 opt-out of the Settlement; (iv) the court has held a Final Approval Hearing/Settlement Fairness
5 Hearing and entered a Final Approval Order and Judgment dismissing this Class Action with
6 prejudice and approving this Stipulation; and (v) the Court's Final Judgment becomes final. For
7 purposes of this paragraph, the Court's Final Judgment "becomes final" upon the later of: (i) the
8 time period for appeal of the Court's entry of Final Judgment has been exhausted without any
9 appeals having been filed or noticed; (ii) the date the appropriate appellate court or courts have
10 entered a final judgment affirming an appeal (including any requests for rehearing and/or petitions
11 for review) of the Court's Final Judgment and the final judgment of such appellate court or courts
12 is no longer subject to any further appellate challenge or procedure under the California Rules of
13 Court; (iii) the date of final dismissal of any appeal from the Judgment; or (iv) the final dismissal of
14 any proceeding on review of any court of appeal decision relating to the Judgment.

15 15. "Enhancement" means the amount that the Court authorizes to be paid to the Named
16 Plaintiff over and above their Individual Settlement Payment, in recognition of his efforts in
17 assisting with the prosecution of the Action on behalf of the Class Members. Named Plaintiff will
18 request an Enhancement up to Ten Thousand Dollars and No Cents (\$10,000.00). The Enhancement
19 shall be deducted from the Gross Settlement Amount and Named Plaintiff will be issued an IRS
20 Form 1099 in connection with their Enhancement.

21 16. "Final Approval Hearing/Settlement Fairness Hearing" means the hearing at which
22 the Court considers whether to approve the Settlement and to enter the Final Judgment.

23 17. "Final Approval Order" means the final order by the Court approving the Settlement
24 following the Final Approval Hearing/Settlement Fairness Hearing.

25 18. "Final Judgment" or "Judgment" mean the Court's Final Judgment approving the
26 Settlement in conjunction with the entry of the Final Approval Order.

27 19. "General Release" means the Named Plaintiff, in his individual capacity and with
28 respect to his individual claims only, agrees to release the Released Parties from all claims, debts,
penalties, liens, demands, rights, actions, obligations, damages, guarantees, costs, expenses,
attorneys' fees, liabilities, and causes of action of every nature and description whatsoever, known

1 or unknown, asserted or that might have been asserted in the Action, whether arising in tort, contract,
2 or for violation of any international, state, local, or federal statute, rule, ordinance, common law,
3 principle of equity, regulation or otherwise, arising out of, relating to, or in connection with any act
4 or omission by or on the part of any of the Released Parties committed or omitted prior to the
5 execution hereof including a waiver of Civil Code §1542.

6 20. "Gross Settlement Amount" means the total amount available to be paid by
7 Defendants pursuant to the Settlement and equals Two Hundred and Ninety-Five Thousand Dollars
8 and No Cents (\$295,000.00). All payments associated with the Settlement shall be paid from the
9 Gross Settlement Amount, including all payments to Participating Settlement Class Members, the
10 Named Plaintiff, Class Counsel, the California Labor and Workforce Development Agency, the
11 Claims Administrator, and employment taxes, including the employer FICA, FUTA, and SDI
12 contributions, on the wage portion of the Settlement.

13 21. "Individual Settlement Payment" means the amount of each Participating Settlement
14 Class Member's Net Class Settlement Fund, less employee and employer portions of state and
15 federal withholding taxes, including the employer FICA, FUTA, and SDI contributions, and any
16 other applicable payroll deductions required by law as a result of the payment of the amount
17 allocated to such Participating Settlement Class Member under the terms of the Settlement. The
18 Individual Settlement Payment shall be paid from the Net Class Settlement Fund.

19 22. "Named Plaintiff" means Plaintiff David Safier.

20 23. "Net Class Settlement Fund" refers to the funds available to be distributed to
21 Participating Settlement Class Members under this Stipulation after payment of any Attorneys' Fees
22 and Cost Award, Claims Administration Costs, Enhancements to the Named Plaintiff, and the State
23 of California's portion of the PAGA Payment. The employer's share of payroll taxes will be paid
24 from the Gross Settlement Amount through the Claims Administrator. The allocation or formula to
25 be used to determine Individual Settlement Payment to Participating Settlement Class Members
26 shall be based on Qualifying Workweeks worked or other alternatives to be determined by Class
27 Counsel and Defendants' Counsel.

28 24. "Notice" means the Notice of Pendency of Class Action Settlement to be directed to
all Class Members pursuant to the terms of the Preliminary Approval Order. The Notice describes
the procedure and time period for Class Members to opt-out of or object to the Settlement, and the

1 date set for the Final Approval Hearing (substantially in the form annexed hereto as Exhibit A). The
2 Notice is mailed to all Class Members in the Notice Packet.

3 25. "Notice Packet" means the packet that will be sent via regular mail to all Class
4 Members and shall include the Notice, including opt-out and objection procedures.

5 26. "Notice Response Deadline" means the date forty-five (45) calendar days after all
6 Notice Packets are mailed to Class Members by the Claims Administrator, and is synonymous with
7 Opt-Out Objection Deadline Date, as defined immediately below.

8 27. "Opt-Out/Objection Deadline Date" means the date forty-five (45) calendar days
9 after the date all Notice Packets are mailed to Class Members, on or before which any written
10 objection or opt-out to this Settlement filed by Class Members must be signed and submitted in
11 order to be effective. A written objection or opt-out to the Notice must be mailed to Class Counsel
12 and Defendants' Counsel within the time limitations as set forth in this Agreement.

13 28. "PAGA Payment" means Defendants' payment of Sixteen Thousand Dollars and No
14 Cents (\$16,000.00), with 25%, or Four Thousand Dollars and No Cents (\$4,000.00) to the Class
15 Members, and 75%, or Twelve Thousand Dollars and No Cents (\$12,000.00), to the California
16 Labor and Workforce Development Agency, all to be paid from the Gross Settlement Amount. This
17 PAGA Payment is made pursuant to the California Private Attorney General Act of 2004 ("PAGA"),
18 California Labor Code §2699(1).

19 29. "Participating Settlement Class Member(s)" means a Class Member who has not
20 opted out of the Settlement.

21 30. "Parties" means Defendants, the Named Plaintiff, and the Class Members.

22 31. "Preliminary Approval Hearing" means the hearing at which the Court considers
23 whether to preliminarily approve the Settlement and enter the Preliminary Approval Order.

24 32. "Preliminary Approval Order" means the judicial order to be issued and entered by
25 the Court, upon the Plaintiff's motion, preliminarily approving the terms of the Settlement set forth
26 in this Stipulation and authorizing the Notice.

27 33. "Qualified Settlement Fund" shall be the fund established by the Claims
28 Administrator pursuant to Internal Revenue Code Section 1.468B-1, and funded by Defendants
within ten (10) calendar days after the Court enters a Final Approval Order granting final approval
of the class action Settlement. This amount equals Two Hundred and Ninety-Five Thousand Dollars

1 and No Cents (\$295,000.00) and includes all funds available for Settlement payments, any
2 Attorneys' Fees and Cost Award, Claims Administration Costs, the Enhancement, the PAGA
3 Payment, and employer-owed taxes on the wage portion of the Settlement.

4 34. "Qualifying Workweek(s)" means a seven-day period commencing on a Monday and
5 ending on the following Sunday in which a Class Member was employed during the respective Class
6 Period. The number of Qualifying Workweeks of any Class Member who was absent for five
7 consecutive workdays shall be reduced by the number of weeks in which the Class Member was
8 absent. There are no fractional Qualified Workweeks under the terms of this Agreement.

9 35. "Released Claims" is defined as follows: The Class Members shall fully and finally
10 release and discharge Defendants and their former and present parents, subsidiaries, and affiliated
11 corporations, including without limitation NSA DOC PREP LLC dba MILLENNIA TAX RELIEF,
12 MILLENNIA TAX RELIEF DBA LIMITED LIABILITY CO. and their officers, directors,
13 employees, partners, shareholders, and agents, and any other successors, assigns, or legal
14 representatives ("the Released Parties of any and all wage and hour claims, debts, penalties, liens,
15 rights, actions, obligations, demands, guarantees, costs, expenses, attorneys' fees, damages, charges,
16 lawsuits, complaints, fines, promises, agreements, controversies, liabilities, and wage and hour
17 related causes of action of any nature or description, whether known or unknown, arising under any
18 international, federal, state, or local statute, ordinance, common law, regulation, principle of equity,
19 including California Industrial Welfare Commission Wage Orders, the California Labor Code, and
20 California Business & Professions Code, or otherwise during the period July 29, 2017 through the
21 date this Settlement is preliminarily approved by the Court, and related in any way to the claims
22 asserted in the Lawsuit against Defendants, whether dismissed or not, or that could have been
23 asserted in the Action against Defendants that arise out of the allegations, transactions, facts, matters
24 or occurrences, representations or omissions involved, set forth, or referred to in the Action,
25 including without limitation claims for wages, hours worked, damages, unpaid costs, penalties,
26 liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other
27 relief under Business & Professions Codes 17200 *et seq.*, based on the following categories: (a) any
28 and all claims involving any alleged failure to pay or overtime wages; (b) any and all claims
involving waiting time penalties; (c) any and all claims involving meal and rest break violations; (d)
any and all claims involving wage statement violations; (e) any and all claims involving failure to

1 reimburse work expenses; (f) any and all claims for unfair business practices in violation of Business
2 and Professions Code sections 17200 *et seq.*; and (g) any and all penalties pursuant to the PAGA
3 arising out of any or all of the aforementioned claims

4 36. "Released Parties" means Defendants NSA DOC PREP LLC dba MILLENNIA
5 TAX RELIEF, MILLENNIA TAX RELIEF DBA LIMITED LIABILITY CO. and their past,
6 present, or future parents, subsidiaries, divisions, and affiliated corporations, and its past, present,
7 or future officers, directors, employees, partners, members, shareholders, attorneys, insurers,
8 trustees, representatives, administrators, fiduciaries, agents, and any other successors, predecessors,
9 assigns, subrogees, executors, privies, and/or legal representatives and Robert Kim aka Rob King,
10 Calen Meza, and Jimmy Perez.

11 37. "Uncashed Funds" means the amount of all Individual Settlement Payment checks
12 paid to Class Members but not cashed within 180 calendar days of their postmarked date. 180 days
13 after the postmarked date of the initial mailing of the Individual Settlement Payment checks,
14 proceeds from any uncashed checks will be transferred to charity designated by Plaintiff.

15 **II. STIPULATION AND AGREEMENT**

16 **NOW, THEREFORE, IT IS HEREBY STIPULATED**, by and among the Named
17 Plaintiff on behalf of the Class Members on the one hand, and Defendants on the other hand, and
18 subject to the approval of the Court, that the Action is hereby being compromised and settled
19 pursuant to the terms and conditions set forth in this Agreement and that upon the Effective Date,
20 and the payment by Defendants of all monies due under the Agreement, the Parties shall dismiss
21 the Action and claims of Class Members with prejudice, subject to the continuing jurisdiction of
22 the Court as set forth below, and subject to the following terms and conditions:

23 1. **Full Investigation.** Named Plaintiff and Plaintiff's Counsel have investigated the
24 factual and legal bases for the causes of action asserted in the Action.

25 2. **Release as to All Class Members.** As of the date the Final Approval Order and
26 Judgment are entered by the Court, Class Members, and their respective executors, administrators,
27 representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, shall be deemed
28 to have fully, finally, and forever released and dismissed the Released Parties from all Released
Claims.

1 In addition to the Released Claims, Named Plaintiff makes the additional following general
2 release of all claims, known or unknown: Named Plaintiff releases the Released Parties from all
3 claims, debts, penalties, liens, demands, rights, actions, obligations, guarantees, costs, expenses,
4 attorneys' fees, damages, liabilities, and causes of action of every nature and description whatsoever,
5 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
6 violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection
7 with any act or omission by or on the part of any of the Released Parties committed on or prior to
8 the execution of this Agreement. This general release includes any unknown claims relating to the
9 subject matter of the Released Claims that Named Plaintiff does not know or suspect to exist in his
10 favor at the time of this general release which, if known by Named Plaintiff might have affected
11 their settlement with, and release of, Released Parties, or might have affected his decision not to
12 object to this Agreement.

13 With respect to the general release, Named Plaintiff agrees that upon the entry of the Final
14 Approval Order, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment
15 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
16 rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision
under federal or state law. Civil Code section 1542 provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
18 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
19 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

20 By signing this Agreement, Named Plaintiff is bound by the terms herein, and
21 further agrees not to request to be excluded from the Participating Settlement Class
22 Members and agrees not to object to any term of this Agreement.

23 3. **Enhancement.** Subject to Court approval, Named Plaintiff shall request Ten
24 Thousand Dollars and No Cents (\$10,000.00) for his time and effort in bringing and prosecuting
25 this matter, or such other distribution or lower amount as the Court may order. This time-and-effort
26 payment shall be paid to the Named Plaintiff by the Claims Administrator no later than ten (10) days
27 after Defendants deliver the Gross Settlement Amount to the Claims Administrator for deposit into
28 the Qualified Settlement Fund. The Enhancement shall be made solely from the Qualified
Settlement Fund. The Parties agree that a decision by the Court to award Named Plaintiff an amount

1 less than the amount stated above shall not be a basis for Class Counsel to void this Stipulation. The
2 Claims Administrator shall issue a Form 1099 - MISC, Box 3 for the Enhancement. As set forth in
3 Paragraph II.5 *infra*, any amount awarded for an Enhancement to the Named Plaintiff less than Ten
4 Thousand Dollars and No Cents (\$10,000.00) will result in the non-awarded funds being part of the
5 Net Class Settlement Fund available for distribution to the Class Members. The Named Plaintiff
6 shall be solely and legally responsible to correctly characterize the Enhancement for tax purposes,
7 to pay any and all applicable taxes on the Enhancement, and shall hold Defendants harmless from
8 any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement. This
9 Enhancement and general release payment shall be in addition to the Named Plaintiff's share of the
10 Net Class Settlement Fund as a Participating Settlement Class Member.

11 4. **Tax Liability.** Defendants make no representations as to the tax treatment or legal
12 effect of the payments called for herein, and Named Plaintiff is not relying on any statement or
13 representation by Defendants in this regard. Named Plaintiff understands and agrees that Named
14 Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the
15 payments described herein.

16 5. **Creation of the Qualified Settlement Fund and Administration of the**
17 **Settlement.** Within ten (10) calendar days after the Court enters a Final Approval Order granting
18 final approval of the class action Settlement, Defendant shall deliver the Gross Settlement Amount
19 as required by this Stipulation, into the Qualified Settlement Fund created by the Claims
20 Administrator. All payments that Defendants are required to make pursuant to the Settlement
21 Agreement, including but not limited to, FICA, FUTA, and SDI contributions, shall be made from
22 the Qualified Settlement Fund. Payments from the Qualified Settlement Fund shall be made for: (1)
23 the Enhancement to the Named Plaintiff, as specified in this Agreement and approved by the Court;
24 (2) Attorneys' Fees and Cost Award paid to Class Counsel, as specified in this Agreement and
25 approved by the Court; (3) the Claims Administration Costs, as specified in this Agreement and
26 approved by the Court; and (4) the State of California's portion of the amount allocated to PAGA
27 penalties, as specified in this Agreement and approved by the Court. The balance remaining shall
28 constitute the Net Class Settlement Fund from which Individual Settlement Payments are available
to be made to the Participating Settlement Class Members, less applicable taxes.

6. **Attorneys' Fees and Cost Award.** Defendants agree not to oppose or impede any

1 application or motion by Class Counsel for attorneys' fees not in excess of 33.33%, or Ninety-Eight
2 Thousand and Three Hundred and Twenty-Three Dollars and Fifty Cents (\$98,323.50), of the Gross
3 Settlement Amount, as well as an additional amount for reasonable litigation costs actually incurred
4 by Class Counsel, not to exceed Twenty-Thousand Dollars and No Cents (\$20,000.00). Named
5 Plaintiff expressly consents to this distribution of the Attorneys' Fees and Cost Award. As set forth
6 in Paragraph II.5 *infra*, any amount awarded for attorneys' fees to Class Counsel less than Ninety-
7 Eight Thousand and Three Hundred and Twenty-Three Dollars and Fifty Cents (\$98,323.50) will
8 result in the non-awarded amounts to be part of the Net Class Settlement Fund, available for
9 distribution to Participating Settlement Class Members. Class Counsel shall be paid any Court-
10 approved fees and costs no later than ten (10) calendar days after Defendant delivers the Gross
11 Settlement Amount to the Claims Administrator for deposit into the Qualified Settlement Fund.
12 Attorneys' Fees and Cost Award shall be paid notwithstanding the existence of any timely filed
13 objections thereto, or potential for appeal therefrom, or collateral attack on the settlement agreement
14 or any part thereof, subject to Plaintiff's counsel's obligation to make appropriate refunds or
15 repayments plus accrued interest, if and when, as a result of any appeal and/or further proceedings
16 on remand, or successful collateral attack, the fee or cost award is reduced or reversed. In the event
17 the Attorneys' Fees and Cost Award is reversed or reduced, those amounts must be repaid within
18 thirty (30) business days. Class Counsel shall be solely and legally responsible to pay all applicable
19 taxes on the payment made pursuant to this paragraph. A Form 1099-MISC, Box 14 shall be
20 provided to Class Counsel for the payment made pursuant to this Paragraph.

21 7. **Claims Administrator.** The Parties request that the Court appoint CPT Group, Inc.
22 as Claims Administrator. The Claims Administrator shall be paid for the costs of administration of
23 the Settlement from the Gross Settlement Amount. This includes distributing all required notices
24 and forms to Class Members; receiving and reviewing disputes and written objections or opt-out
25 notices from Class Members; handling any inquiries by Class Members regarding disputes or
26 Settlement payments; auditing the list of Participating Settlement Class Members; preparing all
27 Settlement checks; distributing all required payments under this Stipulation; and performing such
28 other tasks as the Parties mutually agree or that the court orders to Claims Administrator to perform.
CPT Group, Inc. has proposed that the Claims Administration Costs will not exceed \$10,000, based
on a written bid received from the Claims Administrator. This estimate includes the required tax

1 reporting on the settlement amounts/payments, including the issuing of W-2 and 1099 Forms (if
2 any), as well as calculation of employee withholding taxes and the employer payroll taxes for
3 Defendant to be remitted to the tax authorities. Ten (10) court days prior to the Final Approval
4 Hearing, the Claims Administrator shall provide the Court and all counsel for the Parties with a
5 statement detailing the Claims Administration Costs of the Gross Settlement Amount. The Claims
6 Administrator will print and issue Form 1099 - MISC, Box 7 to Participating Settlement Class
7 Members and Class Counsel via U.S. Mail. The Claims Administrator will report all payments
8 hereunder to the appropriate governmental authorities in accordance with the provisions of this
9 Stipulation. The Claims Administrator will determine, based on the database provided by
10 Defendants, the amount of the Settlement Payments.

11 The Parties agree that the Claims Administrator shall conduct all administration of the
12 Settlement, except as expressly provided herein, and that Class Counsel shall receive no fee or
13 payment relating to the administration of the Settlement outside of the Attorneys' Fees and Cost
14 Award. All disputes relating to the Claims Administrator's performance of its duties, after good-
15 faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary,
16 which will have continuing jurisdiction over this Agreement until all payments and obligations
contemplated by this Agreement have been fully completed.

17 8. **Preliminary Approval Hearing.** As part of this Settlement, the Parties agree to the
18 following procedures for obtaining preliminary Court approval of the Settlement, entering the
19 Preliminary Approval Order, giving Notice to Class Members, obtaining final Court approval of the
20 Settlement and entering the Final Approval Order, and processing the Individual Settlement
21 Payments:

- 22 a. As soon as practicable, Named Plaintiff shall file a Motion for Preliminary Approval
23 of Settlement to request a hearing before the Court to request preliminary approval
24 of the Settlement and to request the entry of the Preliminary Approval Order.
- 25 b. Named Plaintiff will request the Court to enter the Preliminary Approval Order,
26 preliminarily approving and conditionally certifying the class for Settlement
27 purposes only, preliminarily approve the proposed Settlement, and set a date for a
28 Final Approval Hearing.
- c. In conjunction with this hearing, Named Plaintiff will submit this Stipulation, which

1 sets forth the terms of this Settlement Agreement, and will include proposed forms
2 of all notices and other documents, as attached hereto, necessary to implement the
3 Settlement. Such submission shall include such motions, pleadings, and evidence as
4 may be required for the Court to determine that the Stipulation is fair, adequate,
5 reasonable, and that it constitutes a “good faith settlement.”

6 d. The Preliminary Approval Order shall provide for Notice of the Settlement and
7 related matters to be sent to Class Members as specified herein.

8 e. As soon as practicable following the Preliminary Approval Hearing, Named Plaintiff
9 shall prepare and file a Motion for Final Approval of Settlement.

10 9. **Settlement Administration Management.** The Individual Settlement Payments
11 shall be managed and administered as follows:

12 a. CPT Group, Inc., or such other settlement administrator as selected by the Parties,
13 subject to Court approval, shall be retained to serve as Claims Administrator. The Parties each
14 represent that they do not have any financial interest in the Claims Administrator or otherwise have
15 a relationship with the Claims Administrator that could create a conflict of interest.

16 b. Defendant shall provide the Claims Administrator and Class Counsel with the Class
17 List and Data Report within twenty (20) business days of the date the Court enters the Preliminary
18 Approval Order.

19 c. Within ten (10) days of receipt of the Class List and Data Report, the Claims
20 Administrator shall mail the Notice Packet to each Class Member in accordance with paragraph
21 II.11 *infra*. The Claims Administrator will, among other items, identify in the Notice Packet each
22 individual Class Member's estimated Individual Settlement Payment.

23 d. All Class Members who do not opt-out of the Settlement shall be Participating
24 Settlement Class Members.

25 e. Five (5) days prior to the Final Approval Hearing, the Claims Administrator shall
26 provide Defendants' Counsel and Class Counsel a report showing: (i) the names and number of
27 Class Members who have objected in writing to the Settlement; (ii) the names and number of Class
28 Members who chose to opt-out of the Settlement in writing; and (iii) the Individual Settlement
Payment owed to each Participating Settlement Class Member.

f. The Parties agree to cooperate in the Settlement administration process and to

1 make all reasonable efforts to control and minimize the costs and expenses incurred in
2 administration of the Settlement.

3 g. The Claims Administrator shall be responsible for: printing and mailing the
4 Notice Packet to Class Members as directed by the Court; receiving and reporting the written opt-
5 outs and objections submitted by Class Members; mailing Individual Settlement Payments to
6 Participating Settlement Class Members; posting notice of Final Judgment on the Class
7 Administrator's website; and other tasks as the Parties mutually agree or the Court orders the Claims
8 Administrator to perform. The Claims Administrator shall keep Defendants' Counsel and Plaintiff's
9 Counsel timely apprised of the performance of all Claims Administrator responsibilities.

10 h. The Claims Administrator, on Defendants' behalf, shall have the authority and
11 obligation to make payments, credits, and disbursements, including payments and credits in the
12 manner set forth herein, to Participating Settlement Class Members calculated in accordance with
13 the methodology set out in this Agreement and orders of the Court.

14 i. Any tax return filing required by this Agreement shall be made by the Claims
15 Administrator. Any expenses incurred in connection with such filing shall be Claims Administration
16 Costs of the Settlement.

17 j. No person shall have any claim against Defendants or Defendants' Counsel, the
18 Named Plaintiff, Class Members, the Class, Class Counsel, or the Claims Administrator based on
19 distributions and payments made in accordance with this Agreement.

20 10. **Calculation of Individual Settlement Payment.** To determine the Individual
21 Settlement Payment for each Participating Settlement Class Member:

22 a. The Net Class Settlement Fund shall be the funds available to Participating
23 Settlement Class Members after deducting any Attorneys' Fees and Cost Award, Claims
24 Administration Costs, the Enhancement, and the State of California's portion of the PAGA Payment
25 from the Gross Settlement Amount.

26 b. The Net Class Settlement Fund shall be divided among all Participating
27 Settlement Class Members based on the number of Qualifying Workweeks worked during the
28 Settlement Class Period. An Individual Settlement Payment for each Participating Settlement Class
Member will then be determined by multiplying the Net Settlement Fund by a fraction, the
numerator of which is the total number of Qualifying Workweeks the Participating Settlement Class

1 Member worked as a non-exempt hourly-paid employee during the Class Period and the
2 denominator of which is the total number of Qualifying Workweeks worked by all Participating
3 Settlement Class Members as non-exempt hourly-paid employees during the Class Period.

4 c. The Individual Settlement Payment to each Participating Settlement Class
5 Member shall be allocated as follows: forty percent (40%) shall be attributed to penalties and forty
6 percent (40%) shall be attributed to interest, to be reported on a 1099 Form; and twenty percent
7 (20%) shall be attributed to wages (“Wage Component”), to be reported on a W-2 Form.

8 d. The Claims Administrator shall determine the eligibility for, and the amounts
9 of any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes
10 not resolved by the Claims Administrator concerning the administration of the Settlement will be
11 referred to mediator James Johnston.

12 e. The Individual Settlement Payments will be reduced by any required
13 deductions for each Class Member. All standard employer and employee payroll deductions will be
14 made for state and federal withholding taxes, including all employer-owed tax liabilities, as well as
15 any other applicable payroll deductions owed by the employer and Participating Settlement Class
16 Members as a result of the Wage Component, resulting in a “Net Wage Component.” The Claims
17 Administrator will issue a check and W-2 Form to each Class Member for the Wage Component.
18 Employee taxes will be withheld from the wages portion only in accordance with the most recent
19 W-4 or withholding instructions provided to Defendants, unless none is available, in which case a
20 Form 1099 shall be used. Defendants’ employer contributions of all federal, state, and local taxes
21 (including, but not limited to, FICA, FUTA, and SDI) in regard to the wage portion of the Individual
22 Settlement Payments shall also be withheld from the Individual Settlement Payment. To the extent
23 necessary to ensure the payment of all such tax obligations on the Individual Settlement Payments,
24 the Individual Settlement Payments will be reduced by any such required tax obligations for wages
25 for each Settlement Class Member. All wages paid to Settlement Class Members shall be reflected
26 on their individual W-2 forms. All remaining portions of any Individual Settlement Payments made
27 to Settlement Class Members shall, if required by applicable state and/or federal law, be reported
28 on a federal form 1099 that shall be provided to the Individual Class Members.

f. No withholding shall be made on the interest and penalty portion of the
Individual Settlement Payment. The Claims Administrator will issue a second check and IRS Form

1 1099 for the remaining interest and penalty component, as required and to the extent required by
2 law.

3 g. For each Class Member who opts out of the Settlement, the Claims
4 Administrator shall proportionately increase the payment to each Participating Settlement Class
5 Member so that the total Settlement payout equals one hundred (100) percent of the Net Class
6 Settlement Amount.

7 h. The Claims Administrator shall be responsible for issuing the payments and
8 calculating and withholding all required state and federal taxes.

9 11. **Notice to Class Members.** Notice of the Settlement shall be provided to all Class
10 Members using the following procedures:

11 a. **Notice by First-Class Mail.** Within ten (10) days after receipt of the Class
12 List and Data Report, the Claims Administrator shall mail the Notice Packet to the Class Members
13 via first-class regular U.S. mail. Prior to mailing, the Claims Administrator will perform a search
14 based on the National Change of Address database to update and correct any known or identifiable
15 Class Member address changes. If a new address is obtained by way of a returned Notice Packet,
16 then the Claims Administrator shall promptly forward the original Notice Packet to the updated
17 address via first-class regular U.S. mail indicating on the original Notice Packet the date of initial
18 mailing.

19 b. **Opt-Out/Objection Deadline Date.** Class Members will have forty-five (45)
20 calendar days from the initial mailing of the Notice Packet to opt-out of or object to the Settlement
21 in writing. The written objection or opt-out must be postmarked to Class Counsel and Defendants'
22 Counsel within the time limitations.

23 c. **Procedure for Undeliverable Notices.** Any Notices returned to the Claims
24 Administrator as non-delivered, on or before the Opt-Out/Objection Deadline Date, shall be sent to
25 the forwarding address affixed thereto within five (5) business days. If no forwarding address is
26 provided, then the Claims Administrator shall promptly attempt to determine a correct address using
27 a single skip-trace, computer, or other search using the name, address, and/or Social Security
28 number of the individual involved, and shall then perform a single re-mailing within five (5)
business days. In the event the procedures in this paragraph are followed and the intended recipient
of a Notice still does not receive the Notice, the intended recipient shall be considered a Participating

1 Settlement Class Member and shall be bound by all terms of the Settlement and any Final Judgment
2 entered by the Court if the Settlement is approved by the Court and his or her Individual Settlement
3 Payment shall be distributed to the charity selected by the Named Plaintiff.

4 d. **Binding Effect.** Class Members shall be bound by all terms of the Settlement
5 and any Final Judgment entered by the Court if the Settlement is approved by the Court.

6 e. **Administrator Report.** As mentioned herein, at least five (5) days prior to
7 the Final Approval Hearing, the Claims Administrator shall provide Defendants' Counsel and Class
8 Counsel a report showing: (i) the names and number of Class Members objecting in writing to the
9 Settlement; (ii) the names and number of Class Members opting out of the Settlement in writing;
10 and (iii) the Individual Settlement Payment owed to each Participating Settlement Class Member.

11 12. **Procedure for Objecting to or Opting Out of the Class Action Settlement.** The
12 Class Members shall submit objections to the Settlement and/or opt-out of the Settlement, using the
13 following procedures:

14 a. **Procedure for Objecting.** The Notice shall provide that those Class Members
15 who wish to object to the Settlement must mail a written statement of objection ("Notice of
16 Objection") to the Claims Administrator no later than the Opt-Out/Objection Deadline Date. The
17 postmarked date of the mailing shall be deemed the exclusive means for determining that a Notice
18 of Objection is timely. The Notice of Objection must (a) identify the Class Member's full name,
19 current address, telephone number, and last four digits of Social Security Number; (b) dates of
20 employment and most recent job position held with Defendants; (c) the name and case number of
21 this Action; (d) contain a statement of the specific reason(s) the Class Member objects to this
22 Settlement, and any and all evidence and supporting legal briefs (including, without limitation, all
23 briefs, memoranda, written evidence, and declarations) the objecting Class Member proposes to
24 submit for the Court to consider, as well as statement advising whether the objecting Class Member
25 or his or her legal counsel plans to address the Court at the Final Approval Hearing/Settlement
26 Fairness Hearing; and (e) a detailed list of any other objection by the objecting Class Member, or
27 the Objecting Class Member's counsel, to any class actions submitted in any court, whether state or
28 otherwise, in the United States in the previous five (5) years. If the objecting Class Member or
objecting Class Member's counsel has not objected to any other class action settlement in any court
in the United States in the previous five (5) years, objecting Class Member shall affirmatively state

1 so in the written materials provided in connection with the objection to the Settlement. This
2 information is requested to assist the Court in determining whether the objection is made by a
3 professional objector seeking financial consideration for their efforts. Failing to provide this
4 information will not affect the validity of the objection, but may result in the Court presuming that
5 the objection is made by a professional objector. Class Members who timely submit an objection
6 must be available for deposition within 75 miles of the address of the Court if Defendants choose to
7 take their deposition. Any Class Member who timely submits an objection and refuses to be
8 available for deposition shall be deemed to have withdrawn his or her objection. Class Members
9 who fail to make objections in the manner specified above shall be deemed to have waived any
10 objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to
11 the Settlement Agreement. No later than five (5) calendar days before the Final Approval
12 Hearing/Settlement Fairness Hearing, the Claims Administrator shall provide counsel for the Parties
13 with complete copies of all compliant objections received, including the postmarked dates for each
14 objection. Class Members who submit a timely Notice of Objection, as specified above, will have a
15 right to appear in person or through counsel at the Final Approval Hearing/Settlement Fairness
16 Hearing in order to have their objections heard by the Court. Class Members may withdraw their
objections at any time.

17 b. **Procedure for Opting Out.** Class Members, with the exception of the Named
18 Plaintiff, may opt-out of the Settlement. The Notice shall provide that those Class Members who
19 wish to opt-out of the Settlement must mail a written signed statement expressing his or her desire
20 to opt-out from the Settlement, and any such statement shall include the following: full name, current
21 address, telephone number, last four digits of the Class Member's Social Security Number, most
22 recent job position held with Defendants, and the dates (or approximate dates) of employment. It
23 must clearly state "I wish to opt-out from the Safier v. NSA Doc Prep LLC, et al. Settlement," be
24 addressed to the Claims Administrator, and postmarked on or before the Opt-Out/Objection
25 Deadline Date. Any Class Member who submits a valid and timely opt-out request shall no longer
26 be a member of the Class, shall be barred from participating in this Settlement, shall be barred from
27 objecting to this Settlement, and shall receive no benefit from this Settlement.

28 c. **No Solicitation of Settlement Objections or Opt-Outs.** The Parties agree to
use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or

1 their counsel seek to solicit or otherwise encourage or influence Class Members to submit written
2 objections to the Settlement, to opt-out of the Settlement, or to appeal from the Final Approval Order
3 and Final Judgment.

4 d. **No Opt-Outs Or Subsequent Lawsuits By Any Parties Represented by**
5 **Class Counsel.** Class Counsel represents and warrants that as of the date of signing this Agreement,
6 none of the Class Counsel represents any individual with regard to wage-and-hour claims against
7 Defendants, excepting Named Plaintiff. Class Counsel further represents and warrants that as of the
8 date of the signing of this Agreement, none of the Class Counsel has consulted with, advised, or
9 spoken to any current or former employee of Defendants regarding potential wage-and-hour claims
10 against Defendants, excepting Named Plaintiff.

11 13. **Procedure for Payment of Individual Settlement Payments.** The procedure for
12 payment to Class Members of Individual Settlement Payments is as follows:

13 a. All Class Members who do not opt-out of the Settlement will receive an
14 Individual Settlement Payment from Defendants, distributed through the Claims Administrator.

15 b. Individual Settlement Payments for Class Members shall be paid pursuant to
16 the Settlement formula set forth herein, and shall be mailed within ten (10) calendar days after
17 Defendants deliver the Gross Settlement Amount to the Claims Administrator for deposit into the
18 Qualified Settlement Fund.

19 c. Should any question arise regarding the determination of eligibility for, or the
20 amounts of any Individual Settlement Payment under the terms of this Agreement, Class Counsel
21 and Defendants' Counsel shall meet and confer in an attempt to reach agreement. If they cannot
22 agree, the Claims Administrator shall make the final determination, and that determination shall be
23 conclusive, final, and binding on all Parties, including all Class Members.

24 d. If a mailed Individual Settlement Payment check is not cashed within one
25 hundred and eighty (180) days of the postmarked date of the initial mailing, the check shall be
26 cancelled and the corresponding amount shall be distributed to a charity selected by the Named
27 Plaintiff.

28 14. **Certification By Claims Administrator.** Upon completion of administration of the
Settlement and distribution of the Gross Settlement Amount, the Claims Administrator shall provide

1 written certification of such completion to the Court and counsel for all Parties.

2 15. **Final Approval Hearing/Settlement Fairness Hearing and Entry of Final**
3 **Approval Order and Final Judgment.** Upon expiration of the Opt-Out/Objection Deadline Date,
4 with the Court's permission, a hearing ("Final Approval Hearing/Settlement Fairness Hearing")
5 shall be conducted to determine final approval of the Settlement along with the amount properly
6 payable for: (i) any Attorneys' Fees and Cost Award; (ii) any Enhancements; (iii) Claims
7 Administration Costs; and (iv) the State of California's portion of the PAGA Payment. The Final
8 Fairness Hearing shall not be held earlier than thirty (30) calendar days from the Opt-Out/Objection
9 Deadline Date. Upon final approval of the Settlement by the Court, the Parties shall present the Final
10 Approval Order to the Court for its approval and Final Judgment. After the Court's entry of the Final
11 Approval Order and Final Judgment approving the Settlement, the Court shall have continuing
12 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
13 the Settlement, (ii) Settlement administration matters, and (iii) such post-Final Judgment matters as
14 may be appropriate under Court rules or as set forth in this Agreement.

15 16. **No Retaliation.** Defendants shall not take any adverse action against any Class
16 Member because of the Action or because of the existence of, and/or participation in, the Settlement,
17 or because they choose to benefit from the Settlement, or to object to the Settlement. Defendants
18 shall not take action to discourage Class Members from participating in the Settlement.

19 17. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in
20 any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any
21 exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
22 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
23 constitute a part of this Agreement.

24 18. **Interim Stay of Proceedings.** The Parties agree to the Court staying and holding all
25 proceedings in the Action, except such proceedings necessary to implement and complete the
26 Settlement, in abeyance pending the Final Approval Hearing/Settlement Fairness Hearing to be
27 conducted by the Court.

28 19. **Amendment or Modification.** This Agreement may be amended or modified only
by written instrument signed by counsel for all Parties or their successors-in-interest.

 20. **Entire Agreement.** This Agreement and any attached exhibits constitute the entire

1 agreement among these Parties, and no oral or written representations, warranties, or inducements
2 have been made to any Party concerning this Agreement, or its exhibits, other than the
3 representations, warranties, and covenants contained and memorialized in such documents.

4 21. **Authorization to Enter into Settlement Agreement.** Counsel for all parties warrant
5 and represent that they are expressly authorized by the Parties whom they represent to negotiate this
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties
7 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
8 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
9 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
10 unable to reach agreement on the form or content of any document needed to implement the
11 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
12 of this Settlement, the Parties will seek the assistance of mediator James Johnston.

13 22. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
14 inure to the benefit of, the successors and assigns of the Parties hereto, as previously defined.

15 23. **California Law Governs.** All terms of this Agreement and the exhibits hereto shall
16 be governed by and interpreted according to the laws of the State of California.

17 24. **Counterparts.** This Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them shall be deemed to be one and the same instrument, provided
19 that counsel for the Parties to this Agreement shall exchange among themselves original signed
20 counterparts.

21 25. **This Settlement is Fair, Adequate, and Reasonable.** The Parties believe this
22 Settlement is a fair, adequate, and reasonable Settlement of this Action and have arrived at this
23 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
24 and potential.

25 26. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the
26 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
27 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
28 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
embodied in this Agreement and all orders and judgments entered in connection therewith.

27. **Cooperation and Drafting.** Each of the Parties has cooperated in the drafting and

1 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
2 not be construed against any of the Parties.

3 28. **Invalidity of Any Provision.** Before declaring any provision of this Agreement
4 invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible,
5 consistent with applicable precedents, so as to define all provisions of this Agreement valid and
6 enforceable.

7 DATED: August 19, 2025

LAW OFFICES OF DEVON K. ROEPCKE, PC

9
10 By: 
DEVON K. ROEPCKE, ESQ.

11 **LAGUARDIA LAW**
12 ERIC A. LAGUARDIA, ESQ.

13 Attorneys for Plaintiff

14 Sept 8
15 DATED: ~~August~~ Sept 8, 2025

LAW OFFICES OF CLIFF CAPDEVIELLE

17
18 By: 
CLIFF CAPDEVIELLE, ESQ.

19 Attorneys for Defendants
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