

FILED
Clerk of the Superior Court

JAN 27 2023

By: S. Goodrich, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TAYLOR SANIT, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ANO DOUKA, INC., a California Corporation;
and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 37-2021-00046578-CU-OE-CTL

[Assigned for all purposes to Hon. Eddie C.
Sturgeon, Dept. C-67]

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date:	January 27, 2023
Time:	9:00 a.m.
Complaint filed:	November 2, 2021
Trial Date:	Not Assigned

This matter having come before the Honorable Judge Eddie C. Sturgeon of the Superior Court of the State of California, in and for the County of San Diego, at 9:00 a.m. on January 27, 2023, with Nicole Barvie, Esq., of Barvie Law, Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as counsel for Plaintiff TAYLOR SANIT ("Plaintiff"), and Beth Kahn, Esq. and Ryan McKim, Esq. of Clark Hill LLP appearing for Defendant Ano Douka, Inc. (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class, Collective, and Representative Settlement Agreement and Class Notice ("Settlement Agreement" or "Agreement"), a true and correct copy of which

1 Court will not approve the Class Counsel Award or Class Representative Enhancement Payment until the
2 Final Approval Hearing.

3 6. The Court recognizes that Plaintiff and Defendant stipulated and agreed to certification of
4 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
5 proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally
6 certifies the following Class:

7 “All current and former non-exempt employees of Defendant employed in California at
8 any time during the Class Period (“**Settlement Class**”). Class Period means the period
9 beginning November 1, 2017, and continuing through to December 24, 2022. (“**Class
Period**”).

10 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
11 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
12 ascertainable and so numerous that joinder of all members of the Settlement Class members is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined community
14 of interest amongst the Settlement Class members with respect to the subject matter of the litigation; (c)
15 the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the
16 Class Representative will fairly and adequately protect the interests of the Settlement Class members; (e)
17 a class action is superior to other available methods for the efficient adjudication of this controversy; and
18 (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity
19 and as the representative of the Settlement Class members.

20 8. The Court provisionally appoints Plaintiff TAYLOR SANIT as the representative of the
21 Class.

22 9. The Court provisionally appoints Nicole Barvie, Esq., of Barvie Law, APC, Shani Zakay,
23 Esq. of Zakay Law Group, APLC, and Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, as Class
24 Counsel for the Settlement Class members.

25 10. The Court hereby approves, as to form and content, the Notice of Proposed Class Action
26 Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice
27 appears to fully and accurately inform the Settlement Class members and Aggrieved Employees of all
28 material elements of the proposed Settlement, including right of any Settlement Class members to be

1 is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Joint Stipulation of
2 Class/Representative Settlement and Release of All Claims is within the range of possible final approval,
3 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules
4 of Court, Rule 3.769.

5 2. This Order incorporates by reference the definitions in the Agreement, and all terms
6 defined therein shall have the same meaning in this Order as set forth in the Agreement.

7 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
8 Defendant shall pay is Three Hundred and Twenty Five Thousand Dollars and Zero Cents (\$325,000.00).
9 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
10 reasonable as to all Class Members when balanced against the probable outcome of further litigation
11 relating to certification, liability, and damages issues. It further appears that investigation and research
12 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
13 positions. It further appears to the Court that settlement at this time will avoid substantial additional costs
14 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
15 the litigation. It further appears that the Settlement has been reached as the result of intensive, serious,
16 and non-collusive arms-length negotiations.

17 4. The Court preliminarily finds that the Settlement appears to be within the range of
18 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
19 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that
20 the monetary settlement awards made available to the Settlement Class members are fair, adequate, and
21 reasonable when balanced against the probable outcome of further litigation relating to certification,
22 liability, and damages issues.

23 5. Plaintiff seeks an award of Attorneys’ Fees and Costs in the amount of up-to one-third of
24 the Gross Settlement Amount for attorneys’ fees, currently estimated at One Hundred Eight Thousand and
25 Three Hundred and Thirty Three Dollars and Thirty-Three cents (\$108,333.33), an award of litigation
26 expenses incurred not to exceed Twenty Thousand Dollars (\$20,000.00), and proposed Class
27 Representative Enhancement to the Named Plaintiff, Taylor Sanit, in an amount not to exceed Ten
28 Thousand Dollars (\$10,000.00). While these awards appear to be within the range of reasonableness, the

1 excluded from the Class by submitting a written request for exclusion, and of each Settlement Class
2 member's right and opportunity to object to the Settlement. The Court further finds that the distribution
3 of the notice substantially in the manner and form set forth in the Agreement and this Order meets the
4 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
5 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
6 first class mail, pursuant to the terms set forth in the Agreement.

7 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within fifteen
8 (15) calendar days of this order, Defendant shall provide, to the Settlement Administrator the Class Data,
9 including information regarding Settlement Class members that Defendant will in good faith compile from
10 its records, including each Settlement Class member's full name; last known address; Social Security
11 Number; the number of Class Period Workweeks for each Settlement Class members and the number of
12 PAGA Pay Periods. Within fourteen (14) calendar days after receiving the Class Data from Defendant,
13 the Settlement Administrator shall mail the Class Notice to all identified, potential Settlement Class
14 members via first class U.S. Mail using the most current mailing address information available.

15 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
16 Settlement. Any Settlement Class members may individually choose to opt out of and be excluded from
17 the Settlement as provided in the Notice by following the instructions for requesting exclusion from the
18 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
19 postmarked or received by the Response Deadline which is sixty (60) calendar days after the date the
20 Class Notice is mailed to the Settlement Class members or, in the case of a re-mailed Notice, not more
21 than fourteen (14) calendar days after the original Response Deadline. Every Class Member who submits
22 a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an
23 Individual Class Payment or have the right to object to the class action components of the Settlement.
24 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
25 Participating Class Members who are Aggrieved Employees are deemed to release the claims identified
26 in Paragraph 5.2 of the Agreement and are eligible for an Individual PAGA Payment. Settlement Class
27 members who have not requested exclusion shall be bound by all determinations of the Court, the
28 Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any

1 attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed
2 invalid.

3 13. Any Settlement Class members who have not opted out may appear at the final approval
4 of the settlement hearing and may object or express the Settlement Class member's views regarding the
5 Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the
6 issues to be heard and determined by the Court as provided in the Notice. Settlement Class members will
7 have sixty (60) days from the date the Settlement Administrator mails the Class Notice to postmark their
8 written objections to the Settlement Administrator.

9 14. A final settlement approval hearing shall be held before this Court on June 9,
10 2023, at 9:00 a.m. in Department C-67 of the San Diego County Superior Court to determine all
11 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on
12 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
13 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
14 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
15 reasonable to the Class; and to finally approve the Class Counsel Attorneys' Fees and Litigation Costs,
16 Enhancement Service Award to the Named Plaintiff, and the Claims Administrator Costs. All papers in
17 support of the motion for final approval and the motion for Attorneys' Fee and Costs and Enhancement
18 Service Award to Plaintiff, shall be filed with the Court and served on all counsel no later than sixteen
19 (16) court days before the hearing.

20 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
21 be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of,
22 or used against Defendant as, an admission or indication in any way, including with respect to any claim
23 of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation
24 asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any
25 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to
27 be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a
28 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,

1 omission, concession or damage.

2 16. In the event the Settlement does not become effective in accordance with the terms of the
3 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
4 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
5 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
6 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or
7 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
8 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

9 17. Pending final determination of whether the Settlement should be approved, Class
10 Representative and all Settlement Class members are barred and enjoined from filing, commencing,
11 prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution
12 of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
13 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
14 request for exclusion pursuant to the Agreement.

15 18. The Court reserves the right to adjourn or continue the date of the final settlement approval
16 hearing and all dates provided for in the Agreement without further notice to Settlement Class members
17 and retains jurisdiction to consider all further applications arising out of or connected with the proposed
18 Settlement.

19 IT IS SO ORDERED.

20 Dated: 1-27-23

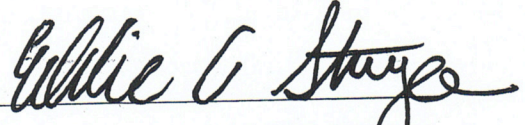

JUDGE OF THE SUPERIOR COURT

EXHIBIT #1

CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT
AGREEMENT AND CLASS NOTICE

This Class, Collective, and Representative Action Settlement Agreement (“Agreement”) is made by and between plaintiff Taylor Sanit, (“Plaintiff”) and defendant Ano Douka, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action.” The case titled *Taylor Sanit, et al. v. Ano Douka, Inc., et al.*, filed on November 2, 2021, in the San Diego County Superior Court, and assigned Case No. 30-2021-00046578-CU-OE-CTL.

1.2 “Aggrieved Employee.” All current and former non-exempt employees of Defendant employed in California at any time during the PAGA Period.

1.3 “Attorneys’ Fees and Costs.” The Attorneys’ Fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, any expert expenses, and securing an entry of Judgment on all claims in the Action which are covered by the Released Claims as defined herein. Class Counsel will request Attorneys’ Fees not to exceed one third of the Class Settlement Amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00), which is a total of One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$108,333.33). The Costs requested to be reimbursed will not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). The Attorneys’ Fees and Costs awarded are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for Attorneys’ Fees and Costs as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. A reduction in the Attorneys’ Fees and/or Costs shall not be grounds to nullify this Agreement.

1.4 “Claims Administrator.” ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

1.5 “Claims Administration Costs.” The costs payable from the Class Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Class Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Claims Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Claims Administrator as being the maximum costs necessary to administer the Settlement. The Claims Administration Costs are currently estimated to be Fifteen Thousand Dollars and Zero Cents (\$15,000.00). To the extent actual Claims Administration Costs are greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00), such excess amount will be deducted from the Class Settlement Amount, subject to the Court’s approval. The Claims Administration Costs will be paid no sooner than fifteen (15) calendar days following the Effective Date.

1.6 “Class Counsel” means Barvié Law, APC; JCL Law Firm, APC; and Zakay Law Group, APLC on behalf of Plaintiff and Class Members.

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

1.8 “Class Member(s)” or “Settlement Class.” All current and former non-exempt employees of Defendant employed in California at any time during the Class Period. This includes either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.9 “Class Member Address Search.” The Claims 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 Claims Administrator with Class Members.

1.10 “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11 “Class Period” means the period beginning November 1, 2017, and continuing through to December 24, 2022, unless modified pursuant to paragraph 4.1 of this Agreement.

1.12 “Class Representative.” The named Plaintiff, Taylor Sanit, in the Action seeking Court approval to serve as Class Representatives.

1.13 “Class Representative Enhancement Payment.” The amount to be paid to Plaintiff in recognition of Plaintiff’s effort and work in prosecuting the Action on behalf of Class Members and for Plaintiff’s general release of all claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). Plaintiff will be issued an IRS Form 1099 in connection with Plaintiff’s respective Class Representative Enhancement Payments. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on these payments and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payments. The Class Representative Enhancement Payment will be paid from the Class Settlement Amount and will be in addition to Plaintiff’s Individual Settlement Payment paid pursuant to the Settlement. Defendant made no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or Defendant’s counsel in this regard.

1.14 “Class Settlement Amount” or “Gross Settlement Amount.” The sum of no more than the gross amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action. The Class Settlement Amount includes all Individual Settlement Payments to Class Members, Individual PAGA Settlement Payments to Aggrieved Employees, the Class Representative Enhancement Payment to Plaintiff, Claims Administration Costs to the Claims Administrator, the Labor and Workforce Development Agency (“LWDA”) Payment, and the Attorneys’ Fees and Costs. Defendant will be responsible for any employer payroll taxes required by law, separate and in addition to the Class Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments.

1.15 “Court” means the Superior Court of California, County of San Diego.

1.16 “Defense Counsel” means attorneys Clark Hill LLP on behalf of Defendant.

1.17 “Effective Date.” The date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting Final Approval and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court’s Order is entered); (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment.

1.18 “Final Approval.” The Court’s order granting final approval of the Settlement.

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

1.20 “Judgment.” The Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.21 “Individual Class Payment.” 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.

1.22 “Individual PAGA Payment.” The Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.23 “LWDA.” The California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.24 “LWDA PAGA Payment.” The 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.25 “Net Settlement Amount.” 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 Payment, 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.

1.26 “Non-Participating Class Member.” Any Class Member who opts out of the Settlement by sending the Claims Administrator a valid and timely Request for Exclusion. Such Class Member shall still be bound by the PAGA Release.

1.27 “PAGA.” The Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.28 “PAGA Pay Period.” Any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.29 “PAGA Period.” The period from August 29, 2020 to July 26, 2022.

1.30 “PAGA Notice.” Plaintiff’s letter to Defendant and the LWDA, dated August 25, 2021, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.31 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (Four Thousand Dollars and Zero Cents (\$4,000.00)), and the 75% to LWDA (Twelve Thousand Dollars and Zero Cents (\$12,000.00)), in settlement of PAGA claims.

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

1.33 “Plaintiff.” Taylor Sanit, the named plaintiff in the Action.

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

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

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

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

1.38 “Released Parties” means Defendant and its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.39 “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.

1.40 “Response Deadline” means sixty (60) calendar days after the Claims Administrator mails Notice to Class Members and Aggrieved Employees, and 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 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS.

2.1 Plaintiff is a former employee of Defendant.

2.2 On November 2, 2021, Plaintiff commenced the Action. Plaintiff filed a Complaint purporting to allege causes of action against Defendant for: (1) Unfair Competition (Cal. Bus. & Prof. Code § 17200 et seq.); (2) Failure to Pay Minimum Wage in Violation of Labor Code sections 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Labor Code sections 510, et seq.; (4) Failure to Provide Meal Periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (5) Failure to Provide Rest Periods in Violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Labor Code section 226; (7) Failure to Provide Wages When Due in Violation of Labor Code section 201, 202, and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of Labor Code 2802; and (9) Violation of the Private Attorney General Act (“PAGA”), California Labor Code section 2698, et seq. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on August 25, 2021. The PAGA Notice alleges Defendant violated California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

2.4 On July 26, 2022, the Parties participated in an all-day mediation presided over by Steven G. Mehta, Esq. which led to this Agreement to settle the Action.

2.5 Class Counsel has conducted a thorough investigation into the facts of the Action, including extensive informal discovery and exchange of a volume of documents and information, which included and was not limited to, Defendant’s production of a sampling of information/data for the putative class members to allow Plaintiff to perform an analysis and valuation of all claims. Prior to mediation the Parties exchanged information and documents to investigate the veracity, strength, and scope of the claims, and to allow analysis and evaluation of the claims and Defendant’s defenses thereto. The Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it. The Court has not granted class certification in the Action.

2.6 Without any admission of wrongdoing or liability by Defendant, it is the intention and agreement of the Parties to settle and dispose of, fully and completely, the Released Claims against the Released Parties (defined herein).

2.7 This Agreement is subject to the occurrence of the Effective Date of the Settlement of Class, Collective, and Representative Action.

2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay the total gross amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) and no more as the Gross Settlement Amount, not including employer-side payroll taxes. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated herein. The Claims 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 Defendant.

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

3.2.1 To Plaintiff. Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) in exchange for Plaintiff's execution of a stand-alone settlement agreement that includes a general release of all claims, including a California Civil Code section 1542 waiver. Defendant will not oppose Plaintiff's 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, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Claims Administrator will retain the remainder in the Net Settlement Amount. The Claims Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. A reduction of the Class Representative Service Payment shall not be grounds to nullify this Agreement.

3.2.2 To Class Counsel. A Class Counsel Fees Payment of not more than one third, which is currently estimated to be One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$108,333.33) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose a request for the payment provided that the request does not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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 Claims Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Claims 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 and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3 To the Claims Administrator. A Claims Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) 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 payment less than Fifteen Thousand Dollars and Zero Cents (\$15,000.00), the Claims Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Alleged Aggrieved Employees and Participating Class Members.

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. Twenty Five Percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy Five Percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties, and other non-wage damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. 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 Claims 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 Sixteen Thousand Dollars and Zero Cents to be paid from the Gross Settlement Amount, with 75% (\$12,000.00), allocated to the LWDA PAGA Payment and 25% (\$4,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Claims Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$4,000.00 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 Claims Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Claims Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT DATA, FUNDING AND PAYMENTS.

4.1 Escalator Clause. Defendant represents that for the period from November 1, 2017 to July 26, 2022, there were 9,150 Workweeks. If the actual number of Workweeks encompassed within the Class Period exceeds 9,150 by more than 10%, then, Defendant at its exclusive discretion may either (a) increase the Gross Settlement Amount by a pro-rata dollar value for those workweeks in excess of the 9,150 escalation margin; or (b) end the Class Period on the date on which the number of workweeks is no more than 10% higher than 9,150. Under the latter option no additional payment is necessary.

4.2 Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Claims Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Claims 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 Claims Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers 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 Defendant must send the Class Data to the Claims 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. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Claims Administrator no later than fourteen (14) days following the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Claims 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 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 Distribution of Settlement Payments and Class Notice. The Claims Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Claims Administrator will cancel all checks not cashed by the void date. The Claims Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Claims 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 Claims 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 Claims Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 Class Member Address Search. The Claims 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) calendar days of receiving a returned check the Claims Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Claims Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Claims 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 Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void. Funds associated with cancelled checks will be donated to Bet Tzedek, an organization that provides legal aid to low-income individuals and families including related to employment issues.

4.4.4 Unaffected Benefits. The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASE. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties, as follows:

5.1 Plaintiff's Released Claims. Upon the Effective Date, and as a condition of receiving any portion of the Class Representative Enhancement Payment, Plaintiff shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation while an employee of Defendant. Plaintiff's Released Claims shall be set forth more fully in the stand-alone settlement agreement and general release of all claims. Plaintiff's Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; suitable seating; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 et seq., 2699 et seq., 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquish the provisions, rights and benefits 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.

Additionally, as a condition of receiving the Class Representative Enhancement Payment, Plaintiff agrees to promptly initiate and seek the full dismissal, withdrawal and/or closure of all claims, grievances, charges or causes of action now pending against Defendant, in any forum, including but not limited to union, administrative or judicial forum and/or under any collective bargaining agreement, with the exception of those claims(s) in the Action, which are subject to the Agreement, and will be disposed of in accordance with the terms and conditions of the Agreement and related court orders. To the full extent permitted by law, Plaintiff irrevocably and absolutely agrees that Plaintiff will not prosecute nor allow to be prosecuted on Plaintiff's behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released above, it being the intention of the Parties that with the execution by Plaintiff of this release, Defendant and all of the Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of Plaintiff related in any way to the matters discharged herein. Plaintiff represents and warrants that, as of the date Plaintiff signs this Agreement, Plaintiff has no charges, complaints, filings, claims or lawsuits of any kind pending against Defendant or any of the Released Parties other than the Action. Plaintiff will not directly or indirectly participate, assist, or cooperate in any lawsuit or complaint in a court of law against the Released Parties, including any class and/or representative action, with the exception of the Action which is subject to this Agreement, unless and to the extent required or compelled by law. Plaintiff also covenants and agrees that, to the full extent permitted by law, Plaintiff hereby waives and releases any and all rights or claims Plaintiff may have to any proceeds or awards to which Plaintiff may be entitled under any claims brought on Plaintiff's behalf against any of the Released Parties by any other person or entity. Nothing in this Agreement will prohibit Plaintiff from (a) complying with any valid subpoena or court order, or (b) cooperating with any official investigation conducted by a government or law enforcement agency.

5.1.1 Claims Not Released. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendants' health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) any claims under workers compensation law or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; or (iv) enforce this Settlement Agreement.

5.1.2 No Conditional Payments Made By Medicare to Plaintiff. Plaintiff expressly acknowledges Medicare's statutory right to recovery of conditional payments for medical treatment and medical service rendered in connection with any illness or injury suffered by Plaintiff in the course of Plaintiff's employment with Defendant, and guarantees that Plaintiff is not a Medicare Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights of recovery of conditional payments based on Plaintiff's application for, or receipt of, Medicare or Medicaid benefits. This specifically includes benefits arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof. Additionally, Plaintiff warrants, represents, and guarantees that Plaintiff has no medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein, and any consequences thereof, including any of Plaintiff's released claims, nor does Plaintiff anticipate any medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described herein,

and any consequences thereof, including any released claims. In the event Medicare asserts such a claim or right of reimbursement now, or at any point in the future, all such claims or rights of reimbursement shall be satisfied from among the proceeds of this settlement, and no additional monies shall ever be requested from or paid by the Released Parties. This settlement is based upon a good faith determination of the Parties to resolve disputed claims. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") or Medicare on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this Agreement.

5.2 **Released PAGA Claims.** All Aggrieved Employees, including those who timely and effectively exclude themselves from the Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Settlement shall have their PAGA claims released only for the PAGA Period. The Released PAGA Claims include any and all claims asserted in the Action, and wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, and/or Plaintiff's PAGA Notice identified on the LWDA's website as LWDA-CM-842480-21, including, without limitation, Labor Code sections 201, 202, 203, 204, 205.5, 206.5, 210, 218.5, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, 2695, et seq., 2698 et seq., 2699, 2699.3, 2699.5, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

5.3 **Released Class Claims.** As of the date of the Order Granting Final Approval, and only after the Settlement has been fully funded by Defendant, all Class Members (which specifically includes Plaintiff) shall fully and finally release Released Parties of the Released Class Claims. The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action arising from and/or related to the facts and claims alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action, and the facts and claims asserted in, arising from or related to, or could have been alleged in the PAGA Notice identified on the LWDA's website as LWDA-CM-842480-21.

The Released Class Claims include all claims for (1) Unfair Competition (Cal. Bus. & Prof. Code § 17200 et seq.); (2) Failure to Pay Minimum Wage in Violation of Labor Code sections 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Labor Code sections 510, et seq.; (4) Failure to Provide Meal Periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (5) Failure to Provide Rest Periods in Violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Labor Code section 226; (7) Failure to Provide Wages When Due in Violation of Labor Code section 201, 202, and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of Labor Code 2802, as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair

business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include, without limitation all claims arising under: California Labor Code sections 201, 201.5, 202, 203, 204, 205.5, 206.5, 210, 218.5, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, et seq., 1198, 2695, et seq., 2698 et seq., 2699, 2699.3, 2699.5, 2802 and the applicable Industrial Welfare Commission Wage Order(s); California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; California Code of Civil Procedure sections 382, 395, and 395.5. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

6. ADMINISTRATION OF TAXES.

6.1 Tax Treatment of Individual Settlement Payments. The Individual PAGA Payments will be allocated as 100% penalties and reported on an IRS-Form 1099. All Individual Settlement Payments will be allocated as follows: twenty five percent (25%) of each Individual Settlement Payment will be allocated as wages and seventy five percent (75%) will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Claims Administrator. The Individual Settlement Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Claims Administrator will issue a check and W-2 Form to each Class Member for the wage component. The Claims Administrator will issue a second check and IRS Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Settlement Payment. The Claims Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be resolved by the Court, under

the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

6.2 Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

6.3 CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7. MOTION FOR PRELIMINARY APPROVAL. Class Representative and Class Counsel agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within ten (10) calendar days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Claims Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review prior to filing 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 Claims 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff 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 Claims Administrator; (v) 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Claims Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; 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 Claims Administrator.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Claims Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Claims Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Claims Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Claims 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 Claims Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than three (3) business days after the Claims Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Claims 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 Claims Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Claims 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.

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

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

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Claims Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Claims Administrator mails the Class Notice (plus an additional fourteen (14) calendar 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.

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

8.5.3 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 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Claims Administrator mails the Class Notice (plus an additional fourteen (14) calendar 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 Claims Administrator via fax, email or mail. The Claims Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Claims 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 Claims Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Claims Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Claims Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 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 Payment.

8.7.2 Participating Class Members may send written objections to the Claims 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 Claims Administrator must do so not later than sixty (60) calendar days after the Claims Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Claims 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 Payment, the Final Approval and the Judgment. The Claims Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Claims Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the expiration of the deadline for submitting Requests for Exclusion, the Claims

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).

8.8.3 Weekly Reports. The Claims 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 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 Claims Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Claims 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 Pay Periods. The Claims Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Claims Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Claims 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 Claims Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Claims Administrator’s declaration(s) in Court.

8.8.6 Final Report by Settlement Claims Administrator. Within ten (10) calendar days after the Claims Administrator disburses all funds in the Gross Settlement Amount, the Claims 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) calendar days before any deadline set by the Court, the Claims 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 Claims Administrator’s declaration in Court.

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (ten percent) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) business days after the Claims Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve

the Settlement as provided herein; (iii) Defendant exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Attorneys' Fees and Costs and/or any Class Representative Enhancement Payment shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Claims Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain preliminary and/or final approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14 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.

11.1 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.

11.2 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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Claims Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.3 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.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs 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.

11.5 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.

12. 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.

13. ADDITIONAL PROVISIONS.

13.1 Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

13.2 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.

13.3 Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval of the Settlement, the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action have been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,

including but not limited to, communicating with Class Members regarding the Settlement. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website(s).

The parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which this action must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from the signing of the Settlement Agreement to the date of Final Approval or upon written notice from either party of an intent to resume litigation, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

13.4 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.

13.5 Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

13.6 Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

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

13.8 Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by an authorized officer of Defendant.

13.9 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.

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

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

13.12 Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. The Parties expressly agree to the use of authorized electronic signature (e.g., DocuSign).

13.13 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate

the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of Steven G. Mehta , Esq. (mediator) to resolve such disagreement.

13.14 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

13.16 Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

13.17 Enforcement Action. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

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

13.19 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

13.20 Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

13.21 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 legal holiday, such date or deadline shall be on the first business day thereafter.

13.22 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

13.23 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 Defendant 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 Claims Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Claims Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.24 Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document. A signature by facsimile on this Agreement shall be as legally binding as an original signature. This Agreement shall be construed and governed by the laws of the State of California.

PLEASE READ CAREFULLY

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

The Settlement Agreement consists of 23 pages with signatures appearing below.

PLAINTIFF Taylor Sanit

Signature: _____

Date: _____

DEFENDANT Ano Douka, Inc.

Print Name: GREGORY ECONOMOU

Date: 12/27/2022

Title: owner

Signature: GREGORY ECONOMOU

PLEASE READ CAREFULLY

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

The Settlement Agreement consists of 23 pages with signatures appearing below.

PLAINTIFF Taylor Sanit

Signature: 

Date: 12 / 23 / 2022

DEFENDANT Ano Douka, Inc.

Print Name: _____

Date: _____

Title: _____

Signature: _____

EXHIBIT "A"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
& HEARING DATE FOR COURT APPROVAL

Taylor Sanit v. Ano Douka, Inc., et al.
Superior Court of California, County of San Diego
Case No. 30-2021-00046578-CU-OE-CTL

To: All current and former hourly or non-exempt employees of Ano Douka, Inc. employed in California at any time from November 1, 2017 up to and including December 24, 2022.

THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ IT CAREFULLY.

You are receiving this notice because Ano Douka, Inc.'s ("Defendant") records indicate that you may be entitled to participate in this class action and representative action settlement.

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California for the County of San Diego (the "Court") has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all current or former non-exempt employees of Defendant employed in California at any time from November 1, 2017 up to and including December 24, 2022.

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Defendant's records show that you were employed by Defendant sometime from November 1, 2017 up to and including December 24, 2022 ("Class Period"). Therefore, you are a "Class Member" in this lawsuit.

The purpose of this notice is to provide you with a brief description of the class action lawsuit and representative action, what investigation of the claims has taken place, to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

II. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

You have received this notice because Defendants' records indicate that you are a member of the conditionally certified Class (defined below). You have the following options:

- | | |
|-----------|---|
| 1. | <u>IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.</u> You will be issued payment if the Court grants final approval of the Settlement (defined below) and judgment becomes final, and you will release the Released Parties for the Released Claims (see section VIII below for definitions of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator. |
| 2. | <u>YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT.</u> If you wish to opt out of the Settlement and exclude yourself from the Settlement, you must mail to the Settlement Administrator the enclosed Opt-Out Form or a written request ("Request for Exclusion") postmarked on or before [TBD] . A Request for Exclusion must include: (1) your full |

name, address, telephone number, last four digits of your social security number, and signature; (2) the case name and number of the action (i.e., *Taylor Sanit v. Ano Douka, Inc.*); and (3) a statement indicating that you wish to be excluded from the Settlement. If a timely and complete Opt-Out Form or Request for Exclusion is not received by the Settlement Administrator at the address listed below, postmarked on or before [TBD], you will be deemed to have forever waived your right to opt out of the Settlement. Class Members who do not properly opt out of the Settlement shall be “Settlement Class Member(s).” Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount (defined below), except a portion of the PAGA Payment, if applicable, in the estimated amount of [\$]. Current and former hourly or non-exempt employees of Ano Douka, Inc. employed in California at any time from August 29, 2020 up to and including July 26, 2022 have no right or ability to opt out of the portion of this Settlement releasing Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims. The Settlement Administrator’s address is below:

[Settlement Administrator]
[Address]

3. **PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing a written objection (“Objection”) to the Settlement Administrator, on or before [TBD], to the address listed in section II.2 above. The Objection must (1) contain your full name, dates of employment as an employee of Defendant, and signature; (2) the case name and number of the action (*Taylor Sanit v. Ano Douka, Inc.*); (3) the reason(s) for the objection (if any); and (4) identify any counsel representing you in connection with the Objection. You may attend the Settlement Hearing (defined below), including by audio or visual technology, and may ask to speak regarding your objections, regardless of whether you submitted an Objection. More information can be found at www.sdcourt.ca.gov. If you take no action, you will remain a member of the Class. A Class Member who does not opt out of participation in the Settlement will be bound by the judgment and be issued payment under the Settlement (defined below). If you remain a member of the Class, you will be represented by the following attorneys who have been designated by the Court as Class Counsel:

BARVIÉ LAW, APC
Nicole Barvié, Esq.
550 West B Street, 4th Floor
San Diego, CA 92101-3598

ZAKAY LAW GROUP, APLC
Shani O. Zakay, Esq.
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

JCL LAW FIRM, APC
Jean-Claude Lapuyade, Esq.
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

INFORMATION REGARDING FINAL APPROVAL HEARING. The Final Approval Hearing determines whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Service Award (defined below) to Plaintiff, Administration Expenses (defined below) to the Settlement Administrator, and attorneys’ fees and costs to Class Counsel should be awarded. That hearing will be held on [TBD] at [TBD] before the Hon. Eddie C. Sturgeon, in Department C-67 of the San Diego Superior Court located at 330 W. Broadway, San Diego, CA 92101 (“Settlement Hearing”).

If the Court enters judgment based on the Settlement (defined below), the judgment will be posted on the Settlement Administrator's website. The Settlement Administrator's website address is [Website Address].

You are not required to attend the Settlement Hearing, although you are welcome to attend.

III. WHAT THE CASE IS ABOUT:

On behalf of himself and on behalf of other employees, Taylor Sanit ("Class Representative" or "Plaintiff") claims that Defendant has, with respect to Plaintiff and the Class Members, allegedly violated provisions of the California Labor Code and wage and hour laws, by failing to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premiums, timely pay wages during employment and upon termination of employment and to pay associated waiting-time penalties, provide compliant wage statements, reimburse employees for required expenses, and thereby, engaged in unfair business practices in violation of California Business and Professions Code §§ 17200, *et seq.* Plaintiff also seeks civil penalties under PAGA arising from or relating to Labor Code sections 201, 202, 203, 204, 205.5, 206.5, 210, 218.5, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, 2695 *et seq.*, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2802 and the applicable Industrial Wage Orders. On behalf of himself and other employees of Defendant, Plaintiff seeks, *inter alia*, damages, unpaid wages, penalties, attorneys' fees, and interest for alleged wage and hour violations.

Defendant adamantly denies each, every, and all of the allegations of the lawsuit, and maintains that it complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Defendant denies these allegations, Defendant has chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation and Agreement for Class and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"). The Court will determine whether or not to grant final approval of the Settlement.

The Settlement provides for the certification, for settlement purposes only, of all current and former hourly or non-exempt employees of Ano Douka, Inc. employed in California at any time from November 1, 2017 up to and including December 24, 2022.

IV. THE SETTLEMENT OF THE CLAIMS:

On July 26, 2022, the parties participated in a full-day mediation before an employment law mediator, Steven G. Mehta, Esq., which lead to settlement of the entire action.

The Class Representative and Class Counsel believe the Settlement is in the best interest of the Class.

Through the Settlement, neither Defendant nor any of its employees have admitted any liability or wrongdoing and, in fact Defendant expressly denies any wrongdoing. The Court did not decide in favor of Plaintiff or Defendant. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Settlement Agreement, embodied in the document entitled **CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT AGREEMENT AND CLASS NOTICE** as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk located at 330 W. Broadway, San Diego, CA 92101.

V. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a Settlement with Defendant and on [TBD] the Court conditionally certified a class, for settlement purposes only, comprised of the following persons (collectively, the "Class"):

All current and former non-exempt employees of Defendant employed in California any time from November 1, 2017 up to and including December 24, 2022.

Without admitting liability, Defendant has agreed to pay \$325,000.00 (the "Gross Settlement Amount") for a release of Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more information). This is a non-reversionary settlement. Settlement Class Members will be bound by the Settlement and will

release Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California for the County of San Diego entering an order at or following the Settlement Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Class.

The following payments will be sought, subject to final approval by the Court, from the Gross Settlement Amount:

- (1) Payment in the amount of up to \$10,000 to the Class Representative (“Service Award”) in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time he expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims, etc.) and for a general release and waiver of Civil Code section 1542;
- (2) Payment to the Settlement Administrator for the fees and costs of administering this Settlement (“Administration Expenses”), in the estimated maximum amount of \$15,000;
- (3) Payment in an amount of \$16,000 for penalties pursuant to the California Labor Code Private Attorney General Act of 2004 (“PAGA”), of which 75% of the amount (\$12,000) will be distributed to the California Labor Workforce and Development Agency (“LWDA”) and the remaining 25% of the amount (\$4,000) of the penalties will be distributed to current and former hourly or non-exempt employees of Ano Douka, Inc. who performed work at any time from August 29, 2020 up to and including July 26, 2022;
- (4) Payment in an amount of up to \$108,333.33 to Class Counsel as attorneys' fees, to compensate them for their services in litigating this case for approximately 2 years on a contingency basis; and
- (5) Payment in an amount of up to \$20,000 to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel.

The “Net Settlement Amount” is the Gross Settlement Amount less the above-mentioned requested payments which are subject to final approval by the Court. The Net Settlement Amount will be automatically distributed to Settlement Class Members, and these gross individual shares are known as the “Individual Settlement Amount.” The Individual Settlement Amount for each Settlement Class Member shall be determined on a *pro rata* basis based on his or her number of Workweeks (defined below) as compared to the total Workweeks of all Settlement Class Members. Workweeks are calculated by determining the number of days between the Settlement Class Member’s start and end dates of employment from November 1, 2017 up to and including December 24, 2022 and then dividing by seven (7). If a Settlement Class Member was hired prior to November 1, 2017, then his or her “start date” will be November 1, 2017.

V. WHAT IS YOUR EXPECTED SHARE:

As discussed above, the Net Settlement Amount will be automatically distributed to Class Members who do not opt out of this Settlement, based on their respective number of Workweeks.

Defendant’s records reflect that you worked [insert number of workweeks] workweeks during the Class Period, and based on this number of Workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].

If you wish to dispute the number of Workweeks attributed to you, you may do so by submitting a written dispute (“Workweeks Dispute”) to the Settlement Administrator at the address listed in section II.2 (above), postmarked on or before [TBD]. A Workweeks Dispute must state: (a) your full name, address, telephone number, last four digits of your social security number, and signature; (b) the case name and number of the action (*Taylor Sanit v. Ano Douka, Inc.*); (c) contain a statement indicating your intent to dispute or challenge the number of Workweeks credited to you and clearly identify the number of Workweeks you contend should be credited to you; and (d) include any records or documentation to support the Workweeks Dispute.

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs and expenses, award to class representative, administration expenses, and PAGA payment. Further, your gross Individual Settlement Amount will be allocated as 25% wages (reported on an IRS Form W-2), and 75% interest and penalties

(reported on an IRS Form 1099). The wage portion is subject to employee's and employer's share of state and federal employment and payroll taxes and withholdings prior to distribution.

VII. WHEN CAN I EXPECT TO RECEIVE MY SHARE OF THE SETTLEMENT:

The Settlement Administrator will distribute the settlement funds after funding has occurred and after the Court enters the final approval order and judgment.

Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall distribute the payments as follows: the Individual Settlement Payments to Settlement Class Members, Service Award to Class Representative, LWDA Payment to the LWDA, Administration Expenses, and Attorneys' Fees and Expenses to Class Counsel, all in the Court-approved amounts.

VIII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, Class Members who do not Opt Out of the Settlement, will release, discharge, and agree to hold harmless the Released Parties (defined below), and each of them, of and from any and all Released Claims (defined below).

"Released Parties" shall mean Defendant and its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

"Released Claims" include all claims for (1) Unfair Competition (Cal. Bus. & Prof. Code § 17200 et seq.); (2) Failure to Pay Minimum Wage in Violation of Labor Code sections 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Labor Code sections 510, et seq.; (4) Failure to Provide Meal Periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (5) Failure to Provide Rest Periods in Violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Labor Code section 226; (7) Failure to Provide Wages When Due in Violation of Labor Code section 201, 202, and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of Labor Code 2802, as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include, without limitation all claims arising under: California Labor Code sections 201, 201.5, 202, 203, 204, 205.5, 206.5, 210, 218.5, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, et seq., 1198, 2695, et seq., 2698 et seq., 2699, 2699.3, 2699.5, 2802 and the applicable Industrial Welfare Commission Wage Order(s); California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel

files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Claims include those under the Fair Labor and Standards Act (“FLSA”), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; California Code of Civil Procedure sections 382, 395, and 395.5. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers’ compensation benefits.

In connection with the above Released Claims, and in consideration of Defendant’s payments of the Gross Settlement Amount, each and every Class Member who does not Opt Out, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to Defendant and the Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code section 206.5 provides in pertinent part as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

IX. RELEASE OF CLAIMS OF PAGA GROUP MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, each PAGA Group Member (defined below) and Plaintiff, each release, discharge, and agree to hold harmless the Defendant of and from any and all Released PAGA Claims (defined below).

“PAGA Group Member(s)” means all non-exempt and/or hourly-paid, current and former employees, who performed work for Ano Douka, Inc. at any time from August 29, 2020 through July 26, 2022.

“Released PAGA Claims” shall mean that each Aggrieved Employee, the State of California, and Plaintiff, each release, discharge, and agree to hold harmless the Defendant of and from any and all claims asserted in the action, and wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the action based on the facts and claims alleged in the Action, and/or Plaintiff’s PAGA Notice identified on the LWDA’s website as LWDA-CM-842480-21, including, without limitation, Labor Code sections 201, 202, 203, 204, 205.5, 206.5, 210, 218.5, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, 2695, et seq., 2698 et seq., 2699, 2699.3, 2699.5, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

X. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the San Diego County Superior Court, located at the Hall of Justice Courthouse, Civil Filing/Records, 2nd Floor, 330 West Broadway, San Diego, CA, 92101, (619)450-7275.

You may also contact Class Counsel, Settlement Administrator, and/or Defendant’s Counsel for more information:

<u>Class Counsel:</u> Nicole Barvié, Esq. Barvié Law, APC 550 West B Street, 4th Floor San Diego, CA 92101-3598 Shani O. Zakay, Esq. Zakay Law Group, APLC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121	<u>Defendant’s Counsel:</u> Beth Kahn, Esq. Ryan McKim, Esq. Keith Rossman, Esq. CLARK HILL LLP 555 South Flower Street, 24 th Floor Los Angeles, CA 90071 Telephone: (213) 891-9100 Facsimile: (213) 488-1178 bkahn@clarkhill.com
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Jean-Claude Lapuyade, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121	rmckim@clarkhill.com krossman@clarkhill.com
<u>Settlement Administrator:</u> [Name] [Address] [Telephone] [Facsimile] [Email]	

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE

Opt-Out Form

Taylor Sanit v. Ano Douka, Inc.

Case No. 30-2021-00046578-CU-OE-CTL

If you wish to opt out of the Settlement and request to exclude yourself from the Settlement, complete this Opt-Out Form and mail it to [Settlement Administrator], located at [Address] so that it is postmarked no later than [TBD]. For additional information about the Settlement, please review the accompanying Notice of Proposed Class Action Settlement & Hearing Date for Court Approval.

Full name: _____

Address: _____

Telephone: _____

Last four digits of social security number: _____

Signature: _____