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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

YURI MILON, individually, and on behalf of
other members of the general public similarly
situated; OLIMPIA MEZA PELAYO,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act; EMILIO LOPEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

DAVID & ESPERANZA CHAVEZ
FAMILY LIMITED PARTNERSHIP DBA
CHAVEZ SUPERMARKET, a California
limited partnership; and DOES 1-50,
inclusive,

Defendants.

Case No.: 20CV368379

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 2, 2024
Time: 1:30 p.m.
Department: 19

Complaint Filed: July 17, 2020
FAC Filed: February 23, 2024
Trial Date: None Set

1 This matter has come before the Honorable Theodore C. Zayner in Department 19 of the
2 Superior Court of the State of California, for the County of Santa Clara, on October 2, 2024 at 1:30
3 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC and Bibiyan Law Group, P.C. appear as counsel for Plaintiffs Yuri Milon, Olimpia Meza
5 Pelayo, and Emilio Lopez (together, "Plaintiffs"), individually and on behalf of all others similarly
6 situated and other aggrieved employees, and Hopkins & Carley, ALC appears as counsel for
7 Defendant David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket
8 ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
11 Preliminary Approval of Class Action Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Class Action and PAGA Settlement
14 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
15 the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of
16 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
17 the range of possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that adequate investigation and research have been conducted
23 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
24 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
25 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
26 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
27 and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees, Attorneys' Costs, Service Payments, PAGA Allocation, Settlement Administration
3 Costs, and payments to the Class Members and PAGA Members provided thereby, appear to be
4 within the range of reasonableness of a settlement that could ultimately be given final approval by
5 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

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

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt employees of Defendant employed in California
22 during the period from July 17, 2016 through July 25, 2023, or, if applicable, the
23 Alternate End Date.

24 The "Alternate End Date" refers to Defendant's option to select an earlier end date to the Class
25 Period if the number of Workweeks exceeds the threshold set by the Parties pursuant to Paragraph
26 55 of the Settlement Agreement.

27 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
28 Hosseini of Lawyers *for* Justice, PC and David D. Bibyan and Vedang J. Patel, of Bibiyan Law
 Group, P.C. as counsel for the Class (together, "Class Counsel").

1 8. The Court provisionally appoints Plaintiffs Yuri Milon, Olimpia Meza Pelayo, and
2 Emilio Lopez as the representatives of the Class (together, “Class Representatives”).

3 9. The Court provisionally appoints ILYM Group, Inc. (“ILYM”) to handle the
4 administration of the Settlement (“Settlement Administrator”).

5 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
6 provide the Settlement Administrator with the following information about each Class Member: full
7 name, last-known mailing address, last known telephone number, Social Security Number, the
8 number of Workweeks during the Class Period and, if applicable, Workweeks during the PAGA
9 Period (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

10 11. The Court approves, both as to form and content, the Notice of Class Action and
11 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
12 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds
13 that the Class Notice appears to fully and accurately inform the Class Members of all material
14 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
15 submitting an Opt Out Request, of Class Members’ right to dispute the Workweeks credited to each
16 of them, and of each Settlement Class Member’s right and opportunity to object to the Class
17 Settlement by submitting an Objection to the Settlement Administrator or appearing at the Final
18 Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the
19 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
20 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
22 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members
23 within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set forth in the
24 Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a timely and valid written Opt Out
28 Request in conformity with the requirements set forth in the Class Notice, to the Settlement

1 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
2 initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-
3 mailed Class Notice, the Response Deadline will be fourteen (14) calendar days from the original
4 forty-five (45) calendar day deadline. Any such person who timely and validly chooses to opt out
5 of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
6 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
7 comment thereon. If the Settlement is granted final approval, Class Members who have not
8 submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class
9 Members) shall be bound by the Class Settlement and any final judgment based thereon, and PAGA
10 Members will be entitled to recovery from the PAGA Settlement and will be bound by the PAGA
11 Settlement, irrespective of whether they opt out of the Class Settlement.

12 13. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ a.m./p.m. in
14 Department 19 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose,
15 California 95113, to determine all necessary matters concerning the Settlement, including: whether
16 the proposed settlement of the Action on the terms and conditions provided for in the Settlement is
17 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
18 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
19 Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members
20 and PAGA Members; and determine whether to finally approve the requests for the Attorneys’ Fees,
21 Attorneys’ Costs, Service Payments, PAGA Allocation, and Settlement Administration Costs.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for
23 Attorneys’ Fees, Attorneys’ Costs, Service Payments, PAGA Allocation, and Settlement
24 Administration Costs, along with the appropriate declarations and supporting evidence, including
25 the Settlement Administrator’s declaration, by
26 _____, to be heard at the Final Approval
27 Hearing.

28 15. To object to the Class Settlement, a Settlement Class Member may submit a written

objection to the Settlement Administrator on or before the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members who wish to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class Settlement, irrespective of whether they submit a written Objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated:

By: _____
The Honorable Theodore C. Zayner
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Yuri Milon, et al. v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket Superior Court of California for the County of Santa Clara, Case No. 20CV368379

PLEASE READ THIS NOTICE

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The Court has preliminarily approved the settlement in a class and representative action under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”), against Defendant David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket (“Defendant”). In the lawsuit, Plaintiffs Yuri Milon, Olimpia Meza Pelayo and Emilio Lopez (together, “Plaintiffs”) alleged that Defendant failed to properly compensate Class Members for all hours worked, failed to provide compliant meal periods and/or rest breaks or compensation in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages owed during employment and upon termination, failed to pay employees accrued, unused vacation at termination, failed to keep accurate records required under California law, failed to reimburse Class Members for necessary business expenses, and violated section 17200, *et seq.* of California’s Business and Professions Code. Defendant denies Plaintiffs’ allegations and contends that it complies with applicable law.

“Class Member(s)” means all current and former non-exempt employees of Defendant employed in California during the Class Period.

“Class Period” means the time period from July 17, 2016 through July 25, 2023, or, if applicable, an Alternate End Date (which may be triggered if the Workweeks agreed upon between Defendant and Plaintiffs exceed 216,080 Workweeks by 5%).

“Class Settlement” means the settlement and resolution of the Settled Class Claims.

“PAGA Member(s)” means all current and former non-exempt employees of Defendant employed in the State of California during the PAGA Period.

“PAGA Period” means the time period from August 19, 2019 through July 25, 2023, or, if applicable, the Alternate End Date.

“PAGA Settlement” means to the settlement and resolution of the Settled PAGA Claims.

You have been identified by Defendant’s records as a Class Member and/or PAGA Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
OBJECT TO THE CLASS SETTLEMENT	If you want to object to the Class Settlement, you must follow the instructions in Section 7 . If you object, you will still be bound by the terms of the Settlement, if approved by the Court.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to be bound by the Class Settlement, you must follow the instructions in Section 6 to exclude yourself from the Class Settlement. If you exclude yourself from the Class Settlement, you will not be issued an Individual Settlement Payment, and you will not release the Settled Class Claims against Released Parties defined in Section 4 . If the Settlement is approved by the Court, and you are a PAGA Member, you will release the Settled PAGA Claims and be issued an Individual PAGA Payment even if you exclude yourself from the Class Settlement.
PARTICIPATE IN THE PAGA SETTLEMENT	If you are a PAGA Member (defined below), you will automatically be bound to the PAGA Settlement and be issued an Individual PAGA Payment. PAGA Members cannot opt-out or exclude themselves from the PAGA Settlement or the release of Settled PAGA Claims, and will be issued an Individual PAGA Payment even if they opt-out of the Class Settlement.

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

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or PAGA Member, as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Share provided you remain a

Settlement Class Member and/or Individual PAGA Payment as a PAGA Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:

If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS LAWSUIT ABOUT?

In the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., filed with the Court on [date], Plaintiffs allege that Defendant: (1) failed to pay all minimum wages; (2) fail to pay all overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to pay all wages during employment; (6) failed to pay all wages due upon separation of employment; (7) failed to pay accrued and unused vacation upon separation; (8) failed to keep accurate records; (9) failed to provide accurate itemized wage statements; (10) failed to reimburse necessary business expenses; (11) violated Business and Professions Code §§ 17200, *et seq.*; and (12) violated California's Private Attorneys General Act (Labor Code § 2698, *et. seq.* (PAGA).)

Defendant denies any liability or wrongdoing of any kind. Defendant contends, among other things, that it complied at all times with the California Labor Code and the Business and Professions Code, and that employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law.

The Court has not ruled on the merits of Plaintiffs' claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations and to contest whether the lawsuit should proceed as a class or representative action.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating the lawsuit, Defendant has agreed to pay a **Gross Settlement Amount of Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00)** to settle the lawsuit.

The following amounts will be paid from the Gross Settlement Amount, subject to Court approval:

- Payments to the Plaintiffs for their service as Class Representatives in the amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00) to each, for a total of Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00) ("Service Payments");

- Attorneys' fees not to exceed One Million Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$1,225,000.00), if the Gross Settlement Amount remains \$3,500,000.00, to Class Counsel ("Attorneys' Fees");
- Reimbursement of litigation costs and expenses in an amount up to Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) to Class Counsel ("Attorneys' Costs");
- The amount of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation"), of which seventy-five percent (75%) (i.e., \$262,500.00) will be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the remaining twenty-five percent (25%) (i.e., \$87,500.00) shall be paid to PAGA Members ("Net PAGA Distribution Amount"); and
- The costs associated with administration of the Settlement, estimated to be Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Settlement Administration Costs").

Defendant shall pay any and all employer side taxes outside of and in addition to the Gross Settlement Amount.

The amount remaining from the Gross Settlement Amount after deducting the PAGA Allocation; Attorneys' Fees; Attorneys' Costs; Settlement Administration Costs; Service Payment; is called the "Net Distribution Fund."

The **Net Distribution Fund** will be allocated to all Class Members who do not submit a timely and valid Opt Out Request from the Class Settlement ("**Settlement Class Member(s)**") on a *pro rata* basis, based on the number of Workweeks worked by each Class Member during the **Class Period** (i.e., July 17, 2016 through July 25, 2023). The Settlement Administrator will determine the value of a single Workweek worked by each Class Member during the Class Period by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members. Each Settlement Class Member is eligible to receive a *pro rata* share of the Net Settlement Amount ("**Individual Settlement Share**") equal to his or her individual Workweeks worked during the Class Period multiplied by the value of a single Workweek in the Class Period. Following this, each Class Members "**Individual Settlement Payment**" will be calculated, which is the net payment of each Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings.

The **Net PAGA Distribution Amount** will be allocated to PAGA Members on a *pro rata* basis, based on their number of Workweeks worked by PAGA Members during the **PAGA Period** (i.e., August 19, 2019 through July 25, 2023). The Settlement Administrator will determine the value of a single Workweek worked by each PAGA Member during the PAGA period by dividing the Net PAGA Distribution Amount by the total number of Workweeks worked by all PAGA Members during the PAGA Period. Each PAGA Member shall receive a *pro rata* share of the Net PAGA Distribution Amount ("**Individual PAGA Payment**") equal to his or her individual Workweeks worked during the PAGA Period multiplied by the value of a single Workweek in the PAGA Period.

You have been credited with Workweeks during the Class Period. Based on these Workweeks, your Individual Settlement Share, prior to any applicable withholdings, is

estimated to be \$ [REDACTED].

You [are / are not] considered to be a PAGA Member, and have been credited with [REDACTED] Workweeks during the PAGA Period. Based on these Workweeks, the Individual PAGA Payment you will receive under the Settlement is estimated to be \$ [REDACTED].

You may submit a written dispute to the number of Workweeks allocated to you (“Workweeks Dispute”) to the Settlement Administrator. Your Workweeks Dispute must: (1) contain the case name and number of the Milon Action (i.e., *Yuri Milon v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket* Superior Court of California for the County of Santa Clara, Case No. 20CV368379); (2) contain your full name, address, and telephone number; (3) be signed by you; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (5) attach any documentation that he or she has to support the dispute; and (6) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the address or fax number listed below.

ILYM Group, Inc.

[mailing address]

[fax number]

Twenty percent (20%) of each Individual Settlement Share will be allocated to wages (“wage portions”) and subject to all applicable employee state and federal tax withholdings, and the remaining eighty percent (80%) will be allocated as non-wages (e.g. penalties, restitution and interest) (“non-wage portions”). The wage portions will be reported on an IRS form W-2, and the non-wage portions will be reported on an IRS form 1099 (if required).

One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and be reported on an IRS form 1099 (if required).

Class Members are responsible for accurate payment of taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one hundred eighty (180) calendar days; after that, checks will be cancelled and the funds associated with cancelled checks will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, for the benefit of those Class Members who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property.

Settlement Class Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely fashion shall, nevertheless, remain subject to the terms of the Agreement and the Final Approval Order and Judgment.

4. WHAT AM I RELEASING UNDER THE CLASS SETTLEMENT?

As of the Effective Date and full funding of the Gross Settlement Amount, all Class Members who

do not submit a timely and valid Opt Out Request from the Class Settlement (i.e., Settlement Class Member(s)) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Class Claims against any and all Released Parties.

“Released Parties” means Defendant David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket and each of its officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendant may have an interest.

“Settled Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Complaint, or that could have been asserted in the Complaint based on any of the facts or allegations in the Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class Claims specifically include, but are not limited to, claims for violations of the California Labor Code (including but not limited to §§ 200, 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 246, 432, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.3, 2810.5) and applicable Industrial Welfare Commission Wage Orders for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to provide and/or pay vested vacation and/or sick pay; failure to maintain requisite time records, payroll records, personnel records, and documents signed to obtain or hold employment; failure to provide written notice of rates of pay and overtime rates of pay applicable to employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by an employer under California Labor Code section 2810.5; failure to reimburse business expenses; and unfair business practices.

5. WHAT AM I RELEASING UNDER THE PAGA SETTLEMENT?

As of the Effective Date and full funding of the Gross Settlement Amount, the State of California, with respect to employment of Plaintiffs and all PAGA Members, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and every PAGA Member to obtain any recovery based on the Settled PAGA Claims.

“Settled PAGA Claims” means all claims for civil penalties that were asserted, or could have been asserted, or that arise during the PAGA Period, based for any of the alleged violations of the

California Labor Code and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been asserted, within the Complaint and PAGA Notice based on any facts or allegations therein, including, but not limited to, violations of the California Labor Code (§§ 200, 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 246, 432, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.3, 2810.5) and applicable Industrial Welfare Commission Wage Orders, for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to provide and/or pay vested vacation and/or sick pay; failure to maintain requisite time records, payroll records, personnel records, and documents signed to obtain or hold employment; failure to provide written notice of rates of pay and overtime rates of pay applicable to employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by an employer under California Labor Code section 2810.5; and failure to reimburse business expenses.

Released Parties is defined in Section 4 of this Notice, above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR THE RELEASE OF SETTLED PAGA CLAIMS, AND WILL BE ISSUED AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON’T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

As a Class Member, you have the right to request exclusion from the settlement and resolution of the Settled Class Claims (i.e., Class Settlement), but, if you are a PAGA Member, you are not able to exclude yourself from the settlement and resolution of the Settled PAGA Claims (i.e., PAGA Settlement).

To exclude yourself from the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must: (1) contain the case name and number of the Milon Action (i.e., *Yuri Milon v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket* Superior Court of California for the County of Santa Clara, Case No. 20CV368379); (2) contain your full name, address, and telephone number; (3) be signed by you; (4) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (5) be postmarked or fax stamped on or before **[Response Deadline]** and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above.

It is your responsibility to ensure that the Settlement Administrator timely receives your Opt Out Request. Unless you timely request to be excluded from the Class Settlement, you will be bound by the judgment and Class Settlement upon final approval of the Settlement.

Class Members who request to be excluded from the Class Settlement will NOT be issued an Individual Settlement Payment, and will not release any of the Settled Class Claims. However, Class Members who are also PAGA Members will be issued their Individual PAGA Payment and bound to the PAGA Settlement regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THE CLASS SETTLEMENT?

Any Class Member who does not opt out of the Class Settlement may object to the Class Settlement. If the Court denies approval of the Settlement, no payments will be sent out and the Action will continue to be litigated in Court.

If you wish to object, you must submit your objection in writing to the Settlement Administrator (“Objection”). A valid and complete Objection must: (1) contain the case name and number of the Milon Action (i.e., *Yuri Milon v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket* Superior Court of California for the County of Santa Clara, Case No. 20CV368379); (2) contain your full name, address, and telephone number; (3) be signed by you; (4) contain a written statement of all grounds for the Objection accompanied by any legal support for such Objection; (5) contain copies of any papers, briefs, or other documents upon which the Objection is based; and (6) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above.

Submitting an objection will **not** exclude you from the Class Settlement. If the Court grants final approval of the Settlement, you will still be issued an Individual Settlement Payment and will be barred from pursuing the Settled Class Claims. **Do not submit both an Objection and Opt Out Request.** If you submit both an Objection and an Opt Out Request, you will be excluded from the Class Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in Department _____ of the Superior Court of the State of California, County of Santa Clara, located at 1095 Homestead Road Santa Clara, California 95050. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to (please visit the Court’s website for more information regarding how you can appear).

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class are:

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The Court has decided that the attorneys for Plaintiffs and the Class are qualified to represent the Class ("Class Counsel"). Class Counsel has been prosecuting the Action on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one. If you retain the services of your own attorney in connection with the lawsuit, you will be responsible for paying for those services and related expenses.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement, please see the settlement agreement available at https://www.scsccourt.org/online_services/case_info.shtml, by contacting Class Counsel at the address or telephone number provided in Section 9 above, or by visiting the office of the Clerk of the Superior Court for the State of California County of Santa Clara, located at 1095 Homestead Road Santa Clara, California 95050.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.