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7 NAOMI MOJADDIDI, KIA SPURNEY, and all others similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

10 **(UNLIMITED JURISDICTION)**

11
12 NAOMI MOJADDIDI, KIA SPURNEY, and
13 ANTOLIN NAJERA, on behalf of themselves
14 and all others similarly situated, and as
15 “aggrieved employees” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 ELITE DINERS, LLC, a California limited
19 liability company; ELITE DEVCO, LLC, a
20 California limited liability company; ELITE
21 SPORTS BAR GROUP, LLC, a California
22 corporation; SOCAL DINERS, LLC, a California
23 limited liability company; and ELITE
24 BUSINESS ENTERPRISES, INC., a California
corporation; and DOES 1–50, inclusive,

Defendant(s).

Case No. 34-2020-00273090-CU-OE-GDS

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: January 08, 2020

Dept: 23, Hon. Jill H. Talley

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1 ELITE DINERS, LLC, ELITE DEVCO, LLC, ELITE SPORTS BAR GROUP, LLC, SOCIAL
2 DINERS, LLC, and ELITE BUSINESS ENTERPRISES, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Naomi Mojaddidi, Kia Spurney, and Antolin Najera (collectively “Plaintiffs”)
3 and defendants Elite Diners, LLC, Elite Devco, LLC, Elite Sports Bar Group, LLC, SoCal Diners,
4 LLC, and Elite Business Enterprises, Inc. (collectively “Defendants”). The Agreement refers to
5 Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”
6

7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
9 Elite Diners, LLC, Elite Devco, LLC, Elite Sports Bar Group, LLC, SoCal Diners, LLC, and Elite
10 Business Enterprises, Inc. captioned “Naomi Mojaddidi, Kia Spurney, and Antolin Najera on
11 behalf of themselves, and all others similarly situated, and as ‘aggrieved employees’ on behalf of
12 other ‘aggrieved employees’ under the Labor Code Private Attorneys General Act of 2004,
13 *Plaintiff(s)*, vs. Elite Diners, LLC, a California limited liability company, Elite Devco, LLC, a
14 California limited liability company, Elite Sports Bar Group, LLC, a California limited liability
15 company, SoCal Diners, LLC, a California limited liability company, and Elite Business
16 Enterprises, Inc., a California corporation; and DOES 1 through 50, inclusive, *Defendant(s)*,”
17 Case No. 34-2020-00273090-CU-OE-GDS initiated on January 08, 2020 and pending in Superior
18 Court of the State of California, County of Sacramento.

19 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have
20 agreed to appoint to administer the Settlement.

21 1.3. “Administration Expenses Payment” means the amount the Administrator will be
22 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
23 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
24 with Preliminary Approval of the Settlement.

25 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
26 classified as a current or former hourly, non-exempt restaurant employee who worked for
27 Defendants during the PAGA Period.

28 1.5. “Class” means all current and former hourly, non-exempt restaurant employees of

1 Defendants in California during the Class Period.

2 1.6. "Class Counsel" means David G. Spivak of The Spivak Law Firm, Walter L.
3 Haines of United Employees Law Group, and David D. Bibiyan and Vedang Patel of Bibiyan
4 Law Group, P.C.

5 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
6 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
7 expenses, respectively, incurred to prosecute the Action.

8 1.8. "Class Data" means Class Member identifying information in Defendants'
9 possession including the Class Member's name, last-known mailing address, Social Security
10 number, and number of Class Period Work Weeks and PAGA Pay Periods.

11 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
12 either a Participating Class Member or Non-Participating Class Member (including a Non-
13 Participating Class Member who qualifies as an Aggrieved Employee).

14 1.10. "Class Member Address Search" means the Administrator's investigation and
15 search for current Class Member mailing addresses using all reasonably available sources,
16 methods and means including, but not limited to, the National Change of Address database, skip
17 traces, and direct contact by the Administrator with Class Members.

18 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
19 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
20 Class Members in English with a Spanish translation in the form, without material variation,
21 attached as Exhibit A and incorporated by reference into this Agreement.

22 1.12. "Class Period" means the period from January 01, 2016 to December 31, 2024.

23 1.13. "Class Representatives" means the named Plaintiffs in the operative complaint in
24 the Action seeking Court approval to serve as Class Representatives.

25 1.14. "Class Representative Service Payments" means the payments to the Class
26 Representatives for initiating the Action and providing services in support of the Action.

27 1.15. "Court" means the Superior Court of California, County of Sacramento.

28 1.16. "Defendants" means named Defendants Elite Diners, LLC, Elite Devco, LLC,
Elite Sports Bar Group, LLC, SoCal Diners, LLC, and Elite Business Enterprises, Inc.

1.17. "Defense Counsel" means Fisher & Phillips LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a)

1 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
6 the day after the appellate court affirms the Judgment and issues a remittitur.

6 1.19. "Employer Taxes" refers to the amount of FICA, FUTA, and all other state and
7 federal payroll taxes on the settlement payments Defendants are required to pay by law when
8 paying wages to employees.

9 1.20. "Final Approval" means the Court's order granting final approval of the
10 Settlement.

11 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final
12 Approval of the Settlement.

13 1.22. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
14 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

15 1.23. "Gross Settlement Amount" means \$675,000.00 which is the maximum total
16 amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below.
17 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
18 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
19 Representative Service Payments, the Administrator's Expenses, and Employer Taxes.

20 1.24. "Individual Class Payment" means the Participating Class Member's pro rata
21 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
22 during the Class Period.

23 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
24 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during
25 the PAGA Period.

26 1.26. "Judgment" means the judgment entered by the Court based upon the Final
27 Approval.

28 1.27. "LWDA" means the California Labor and Workforce Development Agency, the
agency entitled, under Labor Code section 2699, subd. (i).

1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the

1 LWDA under Labor Code section 2699, subd. (i).

2 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following
3 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
4 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
5 Litigation Expenses Payment, the Administration Expenses Payment, and the Employer Taxes.
The remainder is to be paid to Participating Class Members as Individual Class Payments.

6 1.30. “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.31. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to
9 Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the
10 Objection form (Exhibit D) in English with Spanish translations.

11 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
12 worked for Defendants for at least one day during the PAGA Period.

13 1.33. “PAGA Period” means the period from January 01, 2019 to December 31, 2024.

14 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

15 1.35. “PAGA Notice” means Plaintiffs’ January 06, 2020 letter to Defendants and the
16 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

17 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
18 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,000.00) and the
19 75% to LWDA (\$18,000.00) in settlement of PAGA claims.

20 1.37. “Participating Class Member” means a Class Member who does not submit a valid
21 and timely Request for Exclusion from the Settlement.

22 1.38. “Plaintiffs” means Naomi Mojaddidi, Kia Spurney, and Antolin Najera, the named
23 Plaintiffs in the Action.

24 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
25 of the Settlement.

26 1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary
27 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
28 attached as Exhibit E.

1.41. “Released Class Claims” means the claims being released as described in
Paragraph 6.2 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.43. “Released Parties” means: Defendants and each of their officers, directors, current and former employees, agents, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, shareholders, members, owners, trustees, attorneys, fiduciaries, beneficiaries, executors, partners, privies, agents, servants, representatives, administrators, employee benefit plans, and assigns of said entities.

1.44. “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. An Election Not to Participate in Settlement form is attached as Exhibit B.

1.45. “Response Deadline” means 60 days after the 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 Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

1.48. A Work Week Dispute form is attached as Exhibit C.

2. RECITALS.

2.1. On January 08, 2020, Plaintiff Naomi Mojaddidi commenced this Action by filing a Complaint against Defendants Elite Diners, LLC alleging causes of action for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related claims. On April 24, 2020, Plaintiff Naomi Mojaddidi filed a First Amended Complaint against Defendants Elite Diners, LLC and Elite Devco, LLC alleging causes of action against for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business

1 expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain
2 required payroll records, and related allegations. On June 25, 2020, Plaintiff Naomi Mojaddidi
3 filed a Second Amended Complaint against Defendants Elite Diners, LLC and Elite Devco, LLC
4 alleging causes of action against for failure to pay wages, failure to provide meal periods, failure
5 to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
6 proper wage statements, failure to timely pay wages, failure to maintain required payroll records,
7 and related allegations. On May 27, 2020, Plaintiff Kia Spurney filed a complaint against
8 Defendant Elite Sports Bar Group, LLC for failure to pay wages, failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to
10 issue proper wage statements, failure to timely pay wages, failure to maintain required payroll
11 records, and related allegations. On September 8, 2021, Plaintiff Najera Antolin filed a complaint
12 against Defendant SoCal Diners, LLC for failure to pay wages, failure to provide meal periods,
13 failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to
14 issue proper wage statements, failure to timely pay wages, failure to maintain required payroll
15 records, and related allegations. On March 22, 2024, Plaintiff Naomi Mojaddidi filed a Third
16 Amended Complaint adding Plaintiffs Kia Spurney and Antolin Najera as named-Plaintiffs and
17 adding SoCal Diners, LLC, and Elite Business Enterprises, Inc. as Defendants. The Third
18 Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)
19 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the
20 laws identified in in the Operative Complaint and deny any and all liability for the causes of action
21 alleged.

22 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written
23 notice to Defendants and the LWDA by sending the PAGA Notice.

24 2.3. On February 24, 2022, Naomi Mojaddidi and Defendants participated in an all-
25 day mediation presided over by The Honorable Ronald M. Sabraw (ret.). Though the Parties did
26 not reach a settlement at the mediation. They continued to negotiate and eventually reached the
27 material terms of this Settlement in September of 2023.

28 2.4. Prior to negotiating the Settlement, Plaintiffs obtained, through the number of
comparable employees, the number of workweeks, the number of pay periods, average rates of
pay, sample time records, sample payroll records, written policies, financial records, and related
information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set

1 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
2 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3 2.5. The Court has not granted class certification.

4 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
5 of any other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement with the exception of *Maria Guadalupe Duque v. Elite Business Enterprises, Inc.*,
7 *Elite Devco, LLC, et al.*, Alameda County Superior Court Case No. C22-00609, a class action
8 complaint alleging (1) unpaid overtime, (2) unpaid meal period premiums, (3) unpaid rest period
9 premiums, (4) unpaid minimum wages, (5) failure to timely pay final wages, (6) failure to timely
10 pay wages during employment, (7) failure to provide accurate wage statements, (8) failure to
11 reimburse business expenses, (9) violation of Business and Professions code 17200, and (10)
12 violations of Labor Code 2699 (PAGA). Defendants represent that Ms. Duque is subject to an
13 arbitration agreement.

12 **3. MONETARY TERMS.**

13 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
14 Defendants promise to pay means \$675,000.00 which is the maximum total amount Defendants
15 agree to pay under the Settlement except as provided in the Escalator Clause. The Gross
16 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
17 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
18 Service Payment, the Administrator’s Expenses, and Employer Taxes. Defendants have no
19 obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of
20 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
21 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
22 a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

22 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
23 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
24 the Court in the Final Approval:

24 A. To Plaintiff: Class Representative Service Payments to the Class
25 Representatives of not more than \$5,000.00 each (in addition to any Individual Class Payments
26 and any Individual PAGA Payments the Class Representatives are entitled to receive as
27 Participating Class Members). Defendants will not oppose Plaintiffs’ request for a Class

1 Representative Service Payments that do not exceed this amount. As part of the motion for Class
2 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
3 approval for any Class Representative Service Payments no later than 16 court days prior to the
4 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than
5 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
6 The Administrator will pay the Class Representative Service Payments using IRS Form 1099.
7 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
8 Representative Service Payments.

9 B. To Class Counsel: A Class Counsel Fees Payment of not more than 33
10 1/3% of the \$675,000.00 GSA, which is currently estimated to be \$225,000.00, and a Class
11 Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendants will not oppose
12 requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class
13 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses
14 Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a
15 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
16 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
17 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising
18 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
19 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
20 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
21 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
22 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
23 Defendants, from any dispute or controversy regarding any division or sharing of any of these
24 Payments.

25 C. To the Administrator: An Administrator Expenses Payment not to exceed
26 \$65,000.00 except for a showing of good cause and as approved by the Court. To the extent the
27 Administration Expenses are less or the Court approves payment less than \$65,000.00, the
28 Administrator will retain the remainder in the Net Settlement Amount.

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

1 Participating Class Member's Work Weeks.

2 3.2.D.1. Tax Allocation of Individual Class Payments. 33.33% of
3 each Participating Class Member's Individual Class Payment will be allocated to settlement of
4 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
5 reported on an IRS W-2 Form. The Administrator will calculate the amount of employee and
6 Employer Taxes based on the Wage Portion and pay applicable employee and Employer Taxes
7 and deductions. The 66.67% of each Participating Class Member's Individual Class Payment will
8 be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The
9 Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
10 Participating Class Members assume full responsibility and liability for any employee taxes owed
11 on their Individual Class Payment.

12 3.2.D.2. Effect of Non-Participating Class Members on Calculation
13 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
14 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
15 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

16 E. To the LWDA and Aggrieved Employees: PAGA Penalties in the
17 amount of \$24,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,000.00)
18 allocated to the LWDA PAGA Payment and 25% (\$6,000.00) allocated to the Individual PAGA
19 Payments.

20 3.2.E.1. The Administrator will calculate each Individual PAGA Payment
21 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$6,000.00
22 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
23 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
24 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
25 Individual PAGA Payment.

26 3.2.E.2. If the Court approves PAGA Penalties of less than the amount
27 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
28 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

29 4. SETTLEMENT FUNDING AND PAYMENTS.

30 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of

1 their records to date, Defendants estimate the Class Members collectively worked a total of
2 199,510 Work Weeks, and 3,400 Aggrieved Employees who worked a total of 71,110 PAGA Pay
3 Periods.

4 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
5 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
6 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
7 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
8 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
9 employees who need access to the Class Data to effect and perform under this Agreement.
10 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
11 Class Data omitted class member identifying information and to provide corrected or updated
12 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
13 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
14 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
15 to missing or omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross
17 Settlement Amount by transmitting the funds to the Administrator in six equal installment
18 payments of \$112,500.00 follows:

- 19 A. First instalment payment within 30 days of the Effective Date;
- 20 B. Second instalment payment within 180 days of the Effective Date;
- 21 C. Third instalment payment within 360 days of the Effective Date;
- 22 D. Fourth instalment payment within 540 days of the Effective Date;
- 23 E. Fifth instalment payment within 720 days of the Effective Date; and
- 24 F. Sixth instalment payment within 900 days of the Effective Date.

25 4.4. Payments from the Gross Settlement Amount. Within 30 days after each of
26 Defendants' installment payments to fund the Gross Settlement Amount, the Administrator will
27 mail pro rata checks for all Individual Class Payments, all Individual PAGA Payments, the
28 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
the Employer Taxes, the Class Counsel Litigation Expenses Payment, and the Class
Representative Service Payments. Pro rata disbursement of the Class Counsel Fees Payment, the
Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall

1 not precede pro rata disbursement of Individual Class Payments and Individual PAGA Payments.

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

14 B. The Administrator must conduct a Class Member Address Search for all
15 other Class Members whose checks are returned undelivered without USPS forwarding address.
16 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Class Member Address
18 Search. The Administrator need not take further steps to deliver checks to Class Members whose
19 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
20 replacement check to any Class Member whose original check was lost or misplaced, requested
21 by the Class Member prior to the void date.

22 C. For any Class Member whose Individual Class Payment check or
23 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
24 shall transmit the funds represented by such checks to the California Controller's Unclaimed
25 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
26 the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

 E. The Administrator will calculate the amount of employee and Employer

1 Taxes based on the Wage Portion and pay applicable employee and Employer Taxes and
2 deductions.

3 **5. [OMITTED]**

4 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
5 Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims
6 against all Released Parties as follows:

7 6.1 Plaintiffs' Release. Plaintiff, Kia Spurney, and Antolin Najera will each execute a
8 general release with a waiver of rights under California Civil Code Section 1542.

9 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
11 and benefits, if any, of section 1542 of the California Civil Code, which reads:

12 **A general release does not extend to claims that the creditor or releasing party does**
13 **not know or suspect to exist in his or her favor at the time of executing the release,**
14 **and that if known by him or her would have materially affected his or her settlement**
15 **with the debtor or Released Party.**

16 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
17 All claims and/or causes of action arising from or related to this case under any federal, state, or
18 local law or administrative order that were pled or could have been pled in this case based on the
19 facts alleged in the operative class action complaint or notices to the LWDA including but not
20 limited to the failure to pay minimum wages, the failure to pay overtime wages, the failure to
21 provide meal periods, the failure to pay meal period premium pay, the failure to provide rest
22 periods, the failure to pay rest period premium pay, the failure to pay waiting-time penalties, the
23 failure to maintain records, the failure to provide accurate itemized wage statements, the failure
24 to reimburse, and other claims whatsoever that were alleged in this case or which arise out of such
25 facts actually pled in the complaint, including without limitation all related claims for restitution
26 and other equitable relief under Business and Professions Code section 17200 et seq., conversion,
27 liquidated damages, punitive damages, penalties, statutory penalties, civil penalties under the
28 Labor Code Private Attorneys General Act of 2004 for violations of Labor Code 201, 202, 203,
204, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

1 6.3 Release of PAGA Claim. Plaintiffs release all claims for civil penalties that
2 could have been sought by the Labor Commissioner for the violations identified in Plaintiffs’
3 pre-filing letter to the LWDA; Plaintiffs do not release the claim for wages or damages of any
4 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

5 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
6 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
7 the Court’s current checklist for Preliminary Approvals. A Preliminary Approval Order form is
8 attached as Exhibit E.

9 7.1 Defendants’ Declaration in Support of Preliminary Approval. Within ten (10)
10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
11 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
12 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
13 Counsel and Defendants shall aver that, other than the *Duque* matter (above), they are not aware
14 of any other pending matter or action asserting claims that will be extinguished or adversely
15 affected by the Settlement.

16 7.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense
17 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
18 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
19 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
20 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
21 Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed
22 declaration from the Administrator attaching its “not to exceed” bid for administering the
23 Settlement and attesting to its willingness to serve; competency; operative procedures for
24 protecting the security of Class Data; amounts of insurance coverage for any data breach,
25 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
26 interest with Class Members; and the nature and extent of any financial relationship with
27 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming
28 willingness and competency to serve and disclosing all facts relevant to any actual or potential
conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from
each Class Counsel firm attesting to its competency to represent the Class Members; its timely

1 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
2 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)),
3 this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties'
4 Agreement showing all modifications made to the Model Agreement ready for filing with the
5 Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members,
6 and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver
7 that they are not aware of any other pending matter or action asserting claims that will be
8 extinguished or adversely affected by the Settlement.

8 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
9 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
10 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
11 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
12 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
13 Approval to the Administrator.

14 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
15 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
17 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
18 Preliminary Approval or conditions Preliminary Approval on any material change to this
19 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
20 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
21 otherwise satisfy the Court's concerns.

21 **8. SETTLEMENT ADMINISTRATION.**

22 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
23 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
24 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
25 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
26 represent that they have no interest or relationship, financial or otherwise, with the Administrator
27 other than a professional relationship arising out of prior experiences administering settlements.

28 8.2 Employer Identification Number. The Administrator shall have and use its own

1 Employer Identification Number for purposes of calculating payroll tax withholdings and
2 providing reports state and federal tax authorities.

3 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
4 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
5 Regulation section 468B-1.

6 8.4 Notice to Class Members.

7 8.4.1 No later than three (3) business days after receipt of the Class Data, the
8 Administrator shall notify Class Counsel that the list has been received and state the number of
9 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

10 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
11 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
12 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
13 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
14 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
15 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
16 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
17 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
18 addresses using the National Change of Address database.

19 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
20 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
21 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
22 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
23 the Notice Packet to the most current address obtained. The Administrator has no obligation to
24 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
25 returned by the USPS a second time.

26 8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
27 Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
28 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
with the re-mailed Notice Packet.

8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or

1 otherwise discovers any persons who believe they should have been included in the Class Data
2 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
3 or by telephone, and in good faith. in an effort to agree on whether to include them as Class
4 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
5 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
6 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7 8.5 Requests for Exclusion (Opt-Outs).

8 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
9 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
10 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
11 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
12 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
13 the Class Member's election to be excluded from the Settlement and includes the Class Member's
14 name, address and email address or telephone number. To be valid, a Request for Exclusion must
15 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

16 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
17 because it fails to contain all the information specified in the Class Notice. The Administrator
18 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
19 identity of the person as a Class Member and the Class Member's desire to be excluded. The
20 Administrator's determination shall be final and not appealable or otherwise susceptible to
21 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
22 the Administrator may demand additional proof of the Class Member's identity. The
Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

23 8.5.3 Every Class Member who does not submit a timely and valid Request for
24 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
25 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
26 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
27 Participating Class Member actually receives the Class Notice or objects to the Settlement.

1 8.5.4 Every Class Member who submits a valid and timely Request for
2 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
3 or have the right to object to the class action components of the Settlement. Aggrieved Employees
4 are eligible for an Individual PAGA Payment.

5 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
6 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
7 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
8 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
9 as a dispute. A Work Week Dispute form, attached as Exhibit C, may be used for this purpose
10 but is not required. The Class Member may challenge the allocation by communicating with the
11 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
12 Member to submit supporting documentation. In the absence of any contrary documentation, the
13 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
14 correct so long as they are consistent with the Class Data. The Administrator's determination of
15 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
16 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
17 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
18 Class Counsel and the Administrator's determination the challenges.

19 8.7 Objections to Settlement.

20 8.7.1 Only Participating Class Members may object to the class action
21 components of the Settlement and/or this Agreement, including contesting the fairness of the
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment and/or Class Representative Service Payments.

24 8.7.2 Participating Class Members may send written objections to the
25 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
26 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
27 Hearing. A Participating Class Member who elects to send a written objection to the
28 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
The Objection form attached as Exhibit D may be used for this purpose but is not required.

 8.7.3 Non-Participating Class Members have no right to object to any of the class

1 action components of the Settlement.

2 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
3 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

4 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
5 establish and maintain and use an internet website to post information of interest to Class
6 Members including the date, time and location for the Final Approval Hearing and copies of the
7 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
8 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final
10 Approval and the Judgment. The Administrator will also maintain and monitor an email address
11 and a toll-free telephone number to receive Class Member calls, faxes and emails.

12 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
13 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
14 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
15 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
16 and other identifying information of Class Members who have timely submitted valid Requests
17 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
18 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
19 Exclusion from Settlement submitted (whether valid or invalid).

20 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
21 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
22 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
23 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
24 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
25 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
26 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
27 Requests for Exclusion and objections received.

28 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
authority to address and make final decisions consistent with the terms of this Agreement on all
Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

1 8.8.5 Administrator's Declaration. Not later than 14 days before the date by
2 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
3 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
4 for filing in Court attesting to its due diligence and compliance with all of its obligations under
5 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
6 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
7 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
8 number of written objections and attach the Exclusion List. The Administrator will supplement
9 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
10 for filing the Administrator's declaration(s) in Court.

11 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least 15 days before any deadline
15 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
17 payments required under this Agreement. Class Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 8.8.7 Calculating and Payment of Employer Taxes. The Administrator shall also
20 calculate the amount of employee and Employer Taxes and pay the applicable employee and
21 Employer Taxes and deductions.

22 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of their
23 records to date, Defendants estimate the Class Members collectively worked a total of 199,510
24 Work Weeks . If the Work Weeks during the Class Period increases by more than 10.00%, then
25 the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
26 Representative Service Payment, and the PAGA Penalties, will increase by the actual percentage
27 of the number of additional Work Weeks above 10%. For example, if the number of Work Weeks
28 during the Class Period increases by 11%, then the Gross Settlement Amount shall be increased
by 1%. In the alternative, if the number of workweeks increases by more than 10 percent (10%),
Defendants, at their sole discretion, may adjust the end date of the Class Period and PAGA Period

1 to the date the Workweeks do not exceed 199,510 Workweeks in order to avoid triggering an
2 increase to the Gross Settlement Amount.

3
4 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
5 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
6 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
7 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
8 whatsoever, and that neither Party will have any further obligation to perform under this
9 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
10 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
11 Court of their election to withdraw not later than 7 days after the Administrator sends the final
12 Exclusion List to Defense Counsel; late elections will have no effect.

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

21 11.1 Response to Objections. Each Party retains the right to respond to any objection
22 raised by a Participating Class Member, including the right to file responsive documents in Court
23 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
24 by the Court.

25 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
26 Approval on any material change to the Settlement (including, but not limited to, the scope of
27 release to be granted by Class Members), the Parties will expeditiously work together in good
28 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
Approval. The Court's decision to award less than the amounts requested for the Class
Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation

1 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
2 modification to the Agreement within the meaning of this paragraph.

3 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
4 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
5 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
8 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
9 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
10 respective counsel, and all Participating Class Members who did not object to the Settlement as
11 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
13 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
14 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
19 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
20 material modification of this Agreement (including, but not limited to, the scope of release to be
21 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
24 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
25 the Court's award of the Class Representative Service Payments or any payments to Class
26 Counsel shall not constitute a material modification of the Judgment within the meaning of this
27 paragraph, as long as the Gross Settlement Amount remains unchanged.

28 **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.

1
2 **13. ADDITIONAL PROVISIONS.**

3 13.1 No Admission of Liability, Class Certification or Representative Manageability
4 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
5 claims. Nothing in this Agreement is intended or should be construed as an admission by
6 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
7 have any liability for any claims asserted; nor should it be intended or construed as an admission
8 by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for any reason
10 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
11 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
12 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
13 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
14 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

15 13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
16 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
17 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
18 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
19 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
20 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
21 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
22 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
23 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
24 government agency.

25 Each Party agrees to immediately notify each other Party of any judicial or agency
26 order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and
27 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
28 communication, before the filing of the Motion for Preliminary Approval, any with third party
regarding this Agreement or the matters giving rise to this Agreement except to respond only that

1 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
2 communications with Class Members in accordance with Class Counsel’s ethical obligations
3 owed to Class Members.

4 13.3 No Solicitation. The Parties separately agree that they and their respective
5 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
6 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
7 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical
8 obligations owed to Class Members.

9 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
10 Agreement together with its attached exhibits shall constitute the entire agreement between the
11 Parties relating to the Settlement, superseding any and all oral representations, warranties,
12 covenants, or inducements made to or by any Party.

13 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
14 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
16 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
17 terms of this Agreement including any amendments to this Agreement.

18 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
19 use their best efforts, in good faith, to implement the Settlement by, among other things,
20 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
21 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
22 the form or content of any document necessary to implement the Settlement, or on any
23 modification of the Agreement that may become necessary to implement the Settlement, the
24 Parties will seek the assistance of a mediator and/or the Court for resolution.

25 13.7 No Prior Assignments. The Parties separately represent and warrant that they
26 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
27 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense
Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
Settlement be relied upon as such within the meaning of United States Treasury Department

1 Circular 230 (31 CFR Part 10, as amended) or otherwise.

2 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
3 amended, modified, changed, or waived only by an express written instrument signed by all
4 Parties or their representatives, and approved by the Court.

5 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
6 inure to the benefit of, the successors of each of the Parties.

7 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
8 be governed by and interpreted according to the internal laws of the state of California, without
9 regard to conflict of law principles.

10 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
11 preparation of this Agreement. This Agreement will not be construed against any Party on the
12 basis that the Party was the drafter or participated in the drafting.

13 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
14 entered during Action and in this Agreement relating to the confidentiality of information shall
15 survive the execution of this Agreement.

16 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
17 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
18 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
19 connection with the Settlement, may be used only with respect to this Settlement, and no other
20 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
21 or rule of court. Not later than 90 days after the date when the Court discharges the
22 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
23 funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
24 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
25 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

26 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
27 is inserted for convenience of reference only and does not constitute a part of this Agreement.

28 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

1 13.17 Notice. All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 third business day after mailing by United States mail, or the day sent by email or messenger,
4 addressed as follows:

5 To Plaintiff(s):
6 David G. Spivak, Esq.
7 The Spivak Law Firm
8 8605 Santa Monica Bl
9 PMB 42554
10 West Hollywood, CA 90069
11 david@spivaklaw.com

12 David D. Bibiyan, Esq.
13 Bibiyan Law Group, P.C.
14 8484 Wilshire Bl.
15 Suite 500
16 Beverly Hills, CA 90211
17 david@tomorrowlaw.com

18 To Defendant(s):
19 Alden J. Parker, Esq.
20 Gregory Bleuford, Esq
21 Fisher & Phillips LLP
22 621 Capitol Mall, Suite 1400
23 Sacramento, CA 95814
24 aparker@fisherphillips.com
25 gbleuford@fisherphillips.com

26 13.18 Execution in Counterparts. This Agreement may be executed in one or more
27 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
28 Agreement shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties will exchange between
themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the

1 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
2 process.

3
4 Dated: 11 / 12 / 2025

By:



NAOMI MOJADDIDI

6
7 Dated:

By:

KIA SPURNEY

8
9 Dated:

By:

ANTOLIN NAJERA

11
12 Dated:

By:

Charanjiv Dhaliwal
President
ELITE DINERS, LLC, ELITE
DEVCO, LLC, ELITE SPORTS BAR
GROUP, LLC, SOCAL DINERS, LLC,
and ELITE BUSINESS
ENTERPRISES, INC.

17
18
19 THE SPIVAK LAW FIRM

20
21 Dated:

By:

DAVID G. SPIVAK, Attorneys for
Plaintiff(s), NAOMI MOJADDIDI,
KIA SPURNEY, and all others similarly
situated

24
25 ///

26 ///

27 ///

1 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
2 process.

3
4 Dated:

By:

NAOMI MOJADDIDI

6
7 Dated: 11 / 12 / 2025

By:

KIA SPURNEY

8
9 Dated: 11/15/2025

By:

Antolin Najera
ANTOLIN NAJERA

11
12 Dated: Dec 7, 2025

By:

Charanjiv Dhaliwal
Charanjiv Dhaliwal
President
ELITE DINERS, LLC, ELITE
DEVCO, LLC, ELITE SPORTS BAR
GROUP, LLC, SOCAL DINERS, LLC,
and ELITE BUSINESS
ENTERPRISES, INC.

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19 THE SPIVAK LAW FIRM

20
21 Dated:

By:

DAVID G. SPIVAK, Attorneys for
Plaintiff(s), NAOMI MOJADDIDI,
KIA SPURNEY, and all others similarly
situated

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1 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
2 process.

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4 Dated:

By:

NAOMI MOJADDIDI

6
7 Dated:

By:

KIA SPURNEY

8
9 Dated:

By:

ANTOLIN NAJERA

10
11
12 Dated:

By:

Charanjiv Dhaliwal
President

ELITE DINERS, LLC, ELITE
DEVCO, LLC, ELITE SPORTS BAR
GROUP, LLC, SOCAL DINERS, LLC,
and ELITE BUSINESS
ENTERPRISES, INC.

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19 THE SPIVAK LAW FIRM

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21 Dated: 11 / 13 / 2025

By:


DAVID G. SPIVAK, Attorneys for
Plaintiff(s), NAOMI MOJADDIDI,
KIA SPURNEY, and all others similarly
situated

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UNITED EMPLOYEES LAW GROUP

Dated: November 12, 2025

By: 
WALTER L. HAINES, Attorneys for
Plaintiff(s), NAOMI MOJADDIDI,
KIA SPURNEY, and all others similarly
situated

BIBIYAN LAW GROUP, P.C.

Dated: November 17, 2025

By: 
DAVID D. BIBIYAN
VEDANG J. PATEL
Attorneys for Plaintiff(s), ANTOLIN
NAJERA, and all others similarly
situated

FISHER & PHILLIPS LLP

Dated: December 8, 2025

By: 
ALDEN J. PARKER
GREGORY BLUEFORD,
Attorneys for Defendant(s), ELITE
DINERS, LLC, ELITE DEVCO, LLC,
ELITE SPORTS BAR GROUP, LLC,
SOCAL DINERS, LLC, and ELITE
BUSINESS ENTERPRISES, INC.

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EXHIBIT A

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

(case name: Naomi Mojaddidi, et al. v. Elite Diners, LLC, et al. and number 34-2020-00273090-
CU-OE-GDS)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Elite Diners, LLC, Elite Devco, LLC, Elite Sports Bar Group, LLC, SoCal Diners, LLC, and Elite Business Enterprises, Inc. (“Defendants” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employees Naomi Mojaddidi, Kia Spurney, and Antolin Najera (“Plaintiffs”) and seek payment of (1) wages and other relief for a class of current and former hourly, non-exempt employees of Defendants in California (“Class Members”) during the Class Period (January 01, 2016 to December 31, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, non-exempt restaurant employees who worked for Defendants in California during the PAGA Period (January 01, 2019 to December 31, 2024) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$Increment type value>> and a Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating
The Opt-out Deadline is <<RESPONSE DEADLINE>>	

1		Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
2		
3		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiffs release Defendants from civil penalties they may owe to the Aggrieved Employees.
4		
5	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
6	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
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12	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
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17	You Can Challenge the Calculation of Your Work Week / Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.
18	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”).

1 Plaintiffs are represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm,
2 Walter L. Haines of United Employees Law Group, and David D. Bibiyan and Vedang Patel of
Bibiyan Law Group, P.C. ("Class Counsel.")

3 Defendants denied and continue to deny all the claims and contentions alleged in the Action.
4 Defendants maintain they have fully complied with the law at all times. The settlement is not an
5 admission that Defendants did anything wrong or an indication that any law was violated, and the
Court has not ruled on whether Defendants have violated the law.

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

7 So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the
8 merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator and
9 retired judge in an effort to resolve the Action by negotiating an to end the case by agreement
10 (settle the case) rather than continuing the expensive and time-consuming process of litigation.
The negotiations were successful. By signing a lengthy written settlement agreement
11 ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and
12 enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that
is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a
13 compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or
concede the merit of any claims.

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

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

19 A. Gross Settlement Amount. Defendants Will Pay \$675,000.00 as the Gross
20 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
21 into an account controlled by the Administrator of the Settlement. The Administrator will use the
Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
22 Representative Service Payments, Class Counsel's attorney's fees and expenses, the
Administrator's expenses, Employer Taxes, and penalties to be paid to the California Labor and
23 Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval,

1 Defendants shall fund the Gross Settlement Amount by transmitting the funds to the
2 Administrator in six equal installment payments of \$112,500.00 follows:

- 3 1. First instalment payment within 30 days of the Effective Date;
- 4 2. Second instalment payment within 180 days of the Effective Date;
- 5 3. Third instalment payment within 360 days of the Effective Date;
- 6 4. Fourth instalment payment within 540 days of the Effective Date;
- 7 5. Fifth instalment payment within 720 days of the Effective Date; and
- 8 6. Sixth instalment payment within 900 days of the Effective Date.

9 Payments from the Gross Settlement Amount. Within 30 days after each of Defendants'
10 installment payments to fund the Gross Settlement Amount, the Administrator will mail pro rata
11 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
12 Payment, the Administration Expenses Payment, the Employer Taxes payment, the Class
13 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
14 Representative Service Payments. Pro rata disbursement of the Class Counsel Fees Payment, the
15 Class Counsel Litigation Expenses Payment and the Class Representative Service Payments
16 shall not precede pro rata disbursement of Individual Class Payments and Individual PAGA
17 Payments.

18 B. Court Approved Deductions from Gross Settlement. At the Final Approval
19 Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
20 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
21 Approval Hearing:

22 1. Attorney Fees and Costs. Up to \$225,000.00 (of the Gross Settlement to
23 Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date,
24 Class Counsel have worked and incurred expenses on the Action without payment.

25 2. Class Representative Service Payment. Up to \$5,000.00 as a Class
26 Representative Service Payment to each Plaintiff for filing the Action, working with Class
27 Counsel and representing the Class. A Class Representative Service Payment will be the only
28 monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual
PAGA Payments.

3. Administration Expenses. Up to \$65,000.00 to the Administrator for
services administering the Settlement.

4. PAGA Penalties. Up to \$24,000.00 for PAGA Penalties, allocated 75% to
the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Period Pay Periods.

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

Based on a review of their records to date, Defendants estimate the Class Members
collectively worked a total of 199,510 Work Weeks. If the Work Weeks during the Class Period

1 increases by more than 10.00%, then the Gross Settlement Amount, including the Class Counsel
2 Fees Payment, the Class Representative Service Payment, and the PAGA Penalties, will increase
3 by the actual percentage of additional Work Weeks above 10%. For example, if the number of
4 Work Weeks during the Class Period increases by 11%, then the Gross Settlement Amount shall
5 be increased by 1%. In the alternative, if the number of workweeks increases by more than 10
percent (10%), Defendants, at their sole discretion, may adjust the end date of the Class Period
and PAGA Period to the date the Workweeks do not exceed 199,510 Workweeks in order to avoid
triggering an increase to the Gross Settlement Amount.

6 C. Net Settlement Distributed to Class Members. After making the above deductions
7 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
8 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
Members based on their Class Period Work Weeks.

9 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking
10 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
11 (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
12 is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will
13 calculate the amount of employee Employer Taxes based on the Wage Portion and pay applicable
employee and Employer Taxes and deductions. The Individual PAGA Payments are counted as
penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

17 E. Need to Promptly Cash Payment Checks. The front of every check issued for
18 Individual Class Payments and Individual PAGA Payments will show the date when the check
19 expires (the void date). If you don’t cash it by the void date, your check will be automatically
20 cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

21 If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you
22 should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

23 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
24 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
25 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
26 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
27 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
Member’s name, present address, telephone number, and a simple statement electing to be

1 excluded from the Settlement. You may use the enclosed Election Not To Participate In
2 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
3 Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California's labor laws.

4 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
5 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
6 Individual PAGA Payments and Plaintiffs release Defendants from civil penalties they may owe
to the Aggrieved Employees.

7 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
8 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
9 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

10 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
11 (the "Administrator") to send this Notice, calculate and make payments, and process Class
12 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
13 over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks
necessary to administer the Settlement. The Administrator's contact information is contained in
Section 9 of this Notice.

14 I. Participating Class Members' Release. After the Judgment is final and Defendants
15 have fully funded the Gross Settlement, Participating Class Members will be legally barred from
16 asserting any of the claims released under the Settlement. This means that unless you opted out
17 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be
18 part of any other lawsuit against the Released Parties for wages based on the Class Period facts
and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement.

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

20 All claims all claims and/or causes of action arising from or related to this case
21 under any federal, state, or local law or administrative order that were pled or could
22 have been pled in this case based on the facts alleged in the operative class action
23 complaint or notices to the LWDA including but not limited to the failure to pay
24 minimum wages, the failure to pay overtime wages, the failure to provide meal
25 periods, the failure to pay meal period premium pay, the failure to provide rest
26 periods, the failure to pay rest period premium pay, the failure to pay waiting-time
27 penalties, the failure to maintain records, the failure to provide accurate itemized
28 wage statements, the failure to reimburse, and other claims whatsoever that were
alleged in this case or which arise out of such facts actually pled in the complaint,
including without limitation all related claims for restitution and other equitable
relief under Business and Professions Code section 17200 et seq., conversion,
liquidated damages, punitive damages, penalties, statutory penalties, civil

1 penalties under the Labor Code Private Attorneys General Act of 2004 for
2 violations of Labor Code 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1174,
3 1194, 1197, and 2802.

4 The “Released Parties” are Defendants and each of their officers, directors, current
5 and former employees agents, affiliates, parents, subsidiaries, brother and sister
6 corporations, divisions, related companies, successors and predecessors,
7 shareholders, members, owners, trustees, attorneys, fiduciaries, beneficiaries,
8 executors, partners, privies, agents, servants, representatives, administrators,
9 employee benefit plans, and assigns of said entities.

10 J. The PAGA Release. After the Court’s judgment is final, and Defendants have paid
11 the Gross Settlement, Plaintiffs release all claims for civil penalties that could have been
12 sought by the Labor Commissioner for the violations identified in Plaintiffs’ pre-filing letter to
13 the LWDA; Plaintiffs do not release the claim for wages or damages of any Aggrieved Employee
14 unless such Aggrieved Employee is a Participating Class Member.

15 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

16 A. Individual Class Payments. The Administrator will calculate Individual Class
17 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
18 by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks
19 worked by each individual Participating Class Member.

20 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
21 Payments by (a) dividing \$6,000.00 by the total number of PAGA Pay Periods worked by all
22 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
23 worked by each individual Aggrieved Employee.

24 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
25 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
26 Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have
27 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
28 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator’s contact information.

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

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

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

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Naomi Mojaddidi, et al. vs. Elite Diners, LLC*, et al., Case No. 34-2020-00273090-CU-OE-GDS, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

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

1 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
2 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
3 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
4 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
5 the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what
6 you object to, why you object, and any facts that support your objection. Make sure you identify
7 the Action, *Naomi Mojaddidi, et al. vs. Elite Diners, LLC, et al*, case no. 34-2020-00273090-CU-
8 OE-GDS, and include your name, current address, telephone number, and approximate dates of
9 employment for Defendants and sign the objection. Section 9 of this Notice has the
10 Administrator's contact information. You may use the enclosed Objection form for this purpose.
11 You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

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

17 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

18 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
19 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 23 of the
20 Sacramento Superior Court, located at 720 Ninth Street, Sacramento, CA 95814. At the Hearing,
21 the judge will decide whether to grant Final Approval of the Settlement and how much of the
22 Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will
23 invite comment from objectors, Class Counsel and Defense Counsel before making a decision.
24 You can attend (or hire a lawyer to attend) either personally or virtually by
25 <<CourtConnect/CourtCall/MicrosoftTeams>>
26 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
27 information.

28 It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
4 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
5 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
6 using the contact information listed below, or consult the Superior Court website by going to
7 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
8 No. 34-2020-00273090-CU-OE-GDS. You can also make an appointment to personally review
9 court documents in the Clerk's Office at the Dept 27 by calling <<CLERK OF COURT'S PHONE
10 NUMBER>>.

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

Class Counsel:

Name of Attorney: David G. Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

David D. Bibiyan, Esq.
Bibiyan Law Group, P.C.
8484 Wilshire Bl.
Suite 500
Beverly Hills, CA 90211
david@tomorrowlaw.com

Administrator:

Name of Company: ILYM Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800) 992-4647.

11. WHAT IF I CHANGE MY ADDRESS?

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

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EXHIBIT B

Mojaddidi, et al. v. Elite Diners, LLC, et al.
Superior Court of the State of California, County of Sacramento
Case No. 34-2020-00273090-CU-OE-GDS

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Mojaddidi v. Elite Diners, LLC Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

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

Dated: ____.
(Signature)

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EXHIBIT C

1 **WORK WEEK DISPUTE FORM**

2 Superior Court of The State of California

3 For The County of Sacramento

4 *Naomi Mojaddidi, et al. v. Elite Diners, LLC, et al.*, Case No. 34-2020-00273090-CU-OE-GDS

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX - XX -

10 TO DEFENDANTS' HOURLY, NON-EXEMPT CURRENT AND FORMER EMPLOYEES
11 IN CALIFORNIA DURING THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER
12 31, 2024:

13 The amount of your estimated Settlement Award is based upon the number of eligible Work
14 Weeks you worked between January 01, 2016 and December 31, 2024 and eligible Work Weeks
15 you worked between January 01, 2019 and December 31, 2024. "Individual Class Work Weeks"
16 are defined as any Work Week in which you worked at least one (1) day as a current or former
17 hourly, non-exempt restaurant employee of Elite Diners, LLC, Elite Devco, LLC, Elite Sports
18 Bar Group, LLC, SoCal Diners, LLC, and Elite Business Enterprises, Inc. ("Defendants") in
19 California during the calendar week. "Individual PAGA Work Weeks" are defined as any Work
20 Week in which you worked at least one (1) day as an all current and former hourly, non-exempt
21 restaurant employees of Defendants in California during the calendar week during the period of
22 January 01, 2019 through December 31, 2024. The number of Class and PAGA Work Weeks
23 applicable to your claim are set forth below.

24 **YOUR ELIGIBLE WORK WEEKS**

25 Defendants' records indicate that you worked <<number of Work Weeks>> Work Weeks
26 between January 01, 2016 and December 31, 2024 and <<number of Pay Periods>> Pay Periods
27 between January 01, 2019 through December 31, 2024.

28 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

1 If you wish to dispute the number of Work Weeks credited to you, or anything else about your
2 employment status, you must complete and return this form by indicating what you believe is
3 incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to
4 the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as
5 a postmark or delivery service date stamp). You may use this Work Weeks Dispute form for this
6 purpose. You must also send any documents or other information that you contend supports your
7 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
8 based upon Defendants' records and any information you provide. Please be advised that the
9 information on this Work Weeks Dispute Form is presumed to be correct unless the documents
10 you submit are company records from Defendants.

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**UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK
WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT
STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Naomi Mojaddidi v. Elite Diners, LLC***
3 **Superior Court of the State California, County of Sacramento**
4 **Case No. 34-2020-00273090-CU-OE-GDS**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Naomi Mojaddidi, et al. v. Elite Diners, LLC, et al.* Settlement on the
27 following grounds (if additional space necessary, please include additional sheets of paper):

28 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: << @ .COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Naomi Mojaddidi v. Elite Diners, LLC Administrator
[ADDRESS]

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EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**
10 **(UNLIMITED JURISDICTION)**

11 NAOMI MOJADDIDI, KIA SPURNEY, and
12 ANTOLIN NAJERA, on behalf of themselves
13 and all others similarly situated, and as
14 “aggrieved employees” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 ELITE DINERS, LLC, a California limited
18 liability company; ELITE DEVCO, LLC, a
19 California limited liability company; ELITE
20 SPORTS BAR GROUP, LLC, a California
21 corporation; SOCAL DINERS, LLC, a
22 California limited liability company; and ELITE
BUSINESS ENTERPRISES, INC., a California
corporation; and DOES 1–50, inclusive,

23 *Defendant(s).*

Case No. 34-2020-00273090-CU-OE-GDS

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: January 08, 2020
Dept: 23, Hon. Jill H. Talley

24
25
26 The Motion of Plaintiffs Naomi Mojaddidi, Elite Devco, LLC, and Elite Devco, LLC
27
28

1 (hereafter referred to as “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the
2 “Motion”) was considered by the Court, Hon. Jill H. Talley presiding. The Court having
3 considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice
4 (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:
6

7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement
11 might be fair, adequate, and reasonable, and that any final determination of those issues
12 will be made at the final hearing. The Court will make a determination at the hearing on the
13 motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether
14 the Settlement is fair, adequate and reasonable to the Settlement Class.
15

16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
17 Defendants’ current and former hourly, non-exempt California employees (collectively “Class
18 Members”), who worked anytime during the Class Period. The “Class Period” shall mean the
19 period of time from January 01, 2016 through December 31, 2024.
20

21 3. Based on its records, Defendants estimate that, as of the date of the Settlement
22 Agreement, (1) there are 5,500 Class Members and 199,510 Total Work Weeks during the Class
23 period and (2) there were 3,400 Aggrieved Employees who worked 71,110 Pay Periods during
24 the PAGA Period. If the Work Weeks during the Class Period increases by more than 10.00%,
25 then the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
26 Representative Service Payment, and the PAGA Penalties, will increase by the actual percentage
27

1 of additional Work Weeks above 10%. For example, if the number of Work Weeks during the
2 Class Period increases by 11%, then the Gross Settlement Amount shall be increased by 1%. In
3 the alternative, if the number of workweeks increases by more than 10 percent (10%), Defendants,
4 at their sole discretion, may adjust the end date of the Class Period and PAGA Period to the date
5 the Workweeks do not exceed 199,510 Workweeks in order to avoid triggering an increase to the
6 Gross Settlement Amount.

7
8 4. “Effective Date” means the date by when both of the following have occurred: (a)
9 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
10 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
11 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
12 one or more Participating Class Members objects to the Settlement, the day after the deadline for
13 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
14 day after the appellate court affirms the Judgment and issues a remittitur.

15
16 5. This action is provisionally certified pursuant to section 382 of the California Code
17 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
18 purposes of settlement only with respect to the proposed Settlement Class.

19
20 6. Not later than 15 days after the Court grants Preliminary Approval of the
21 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
22 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
23 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
24 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
25 employees who need access to the Class Data to effect and perform under the Settlement
26 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
27

1 discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
4 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
5 issues related to missing or omitted Class Data.

6
7 7. No later than three (3) business days after receipt of the Class Data, the
8 Administrator shall notify Class Counsel that the list has been received and state the number of
9 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

10 8. Using best efforts to perform as soon as possible, and in no event later than 14
11 days after receiving the Class Data, the Administrator will send to all Class Members identified
12 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
13 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
14 **A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts
15 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
16 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
17 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
18 using the National Change of Address database.

19
20 9. Not later than 3 business days after the Administrator’s receipt of any Notice
21 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
22 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
23 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
24 Packet to the most current address obtained. The Administrator has no obligation to make further
25 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
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1 the USPS a second time.

2 10. Class Counsel's contact information is David G. Spivak, Esq., The Spivak Law
3 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069 and David D. Bibiyan,
4 Esq., Bibiyan Law Group, P.C., 8484 Wilshire Bl., Ste 500, Beverly Hills, CA 90211. Defense
5 Counsel's contact information is Alden J. Parker, Esq., Fisher & Phillips LLP, 621 Capitol Mall,
6 Suite 1400, Sacramento, CA 95814.

7
8 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
9 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
10 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
11 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
12 re-mailed Notice Packet.

13
14 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data and should
16 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
17 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
18 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
19 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
20 requiring them to exercise options under the Settlement Agreement not later than 14 days after
21 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

22
23 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
24 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
25 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
26 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
27

1 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
2 the Class Member's election to be excluded from the Settlement and includes the Class Member's
3 name, address and email address or telephone number. To be valid, a Request for Exclusion must
4 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
5 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.
6

7 14. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator shall accept
9 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
10 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the
13 Administrator may demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise susceptible to
15 challenge.
16

17 15. Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
19 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
20 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
21 Participating Class Member actually receives the Class Notice or objects to the Settlement.
22

23 16. Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
25 right to object to the class action components of the Settlement. Plaintiffs release all claims for
26 civil penalties that could have been sought by the Labor Commissioner for the violations
27

1 identified in Plaintiffs' pre-filing letter to the LWDA; Plaintiffs do not release the claim for wages
2 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
3 Member.

4 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
5 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
6 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
7 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
8 A Work Week Dispute form, attached as Exhibit C, may be used for this purpose but is not
9 required. The Class Member may challenge the allocation by communicating with the
10 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
11 Member to submit supporting documentation. In the absence of any contrary documentation, the
12 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
13 correct so long as they are consistent with the Class Data. The Administrator's determination of
14 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
15 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
16 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
17 Class Counsel and the Administrator's determination the challenges.

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

22 19. Participating Class Members may send written objections to the Administrator, by
23 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
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1 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
2 Participating Class Member who elects to send a written objection to the Administrator must do
3 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
4 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
5 as Exhibit D may be used for this purpose but is not required.

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

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

19
20 22. The Court approves, as to form and content, the Class Notice in substantially the
21 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
22 substantially the form attached as Exhibit B to this Order, the Work Weeks Dispute form in
23 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
24 the form attached as Exhibit D to this Order.

25
26 23. The Court approves, for settlement purposes only, David G. Spivak of The Spivak
27

1 Law Firm, Walter L. Haines of United Employees Law Group, and David D. Bibiyan and Vedang
2 Patel of Bibiyan Law Group, P.C. as Class Counsel.

3 24. The Court approves, for settlement purposes only, Naomi Mojaddidi as the Class
4 Representative.

5 25. The Court approves ILYM Group, Inc. as the Administrator.

6 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
7 costs subject to final review by the Court.

8 27. The Court preliminarily approves the estimated Administrator costs payable to the
9 Administrator subject to final review by the Court.

10 28. The Court preliminarily approves Plaintiffs' Class Representative Service
11 Payments subject to final review by the Court.

12 29. A Final Approval Hearing shall be held on ____ at .m. in Department 23 of the
13 Superior Court for the State of California, County of Sacramento, located at the Gordon D.
14 Schaber Sacramento County Courthouse, Department 23, 720 Ninth Street, Sacramento, CA
15 95814 to consider the fairness, adequacy and reasonableness of the proposed Settlement
16 preliminarily approved by this Preliminary Approval Order, and to consider the application of
17 Class Counsel for attorneys' fees and costs and the Class Representative Service Payments to the
18 Class Representatives. The notice of motion and all briefs and materials in support of the motion
19 for final approval of class action settlement and motion for attorneys' fees and litigation costs
20 shall be served and filed with this Court on or before _____. Plaintiffs' counsel must give notice to
21 any objecting party of any continuance of the hearing of the motion for final approval.

22 30. If for any reason the Court does not execute and file a Final Approval Order and
23 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
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1 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
2 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
3 litigation, as more specifically set forth in the Settlement.

4 31. The Court expressly reserves the right to adjourn or continue the Final Approval
5 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
6 give prompt notice of any continuance to Settlement Class Members who object to the Settlement.
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8 **IT IS SO ORDERED.**

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11 **DATE**

HON. JILL H. TALLEY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO
(UNLIMITED JURISDICTION)

NAOMI MOJADDIDI, KIA SPURNEY, and
ANTOLIN NAJERA, on behalf of themselves
and all others similarly situated, and as
“aggrieved employees” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

ELITE DINERS, LLC, a California limited
liability company; ELITE DEVCO, LLC, a
California limited liability company; ELITE
SPORTS BAR GROUP, LLC, a California
corporation; SOCAL DINERS, LLC, a
California limited liability company; and ELITE
BUSINESS ENTERPRISES, INC., a California
corporation; and DOES 1–50, inclusive,

Defendant(s).

Case No. 34-2020-00273090-CU-OE-GDS

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: January 08, 2020
Dept: 23, Hon. Jill H. Talley

23 This matter came on for hearing on ____ at ____ .m. in Department 23 of the above-captioned
24 court on Plaintiffs’ Motion for Final Approval of a Class Action Settlement pursuant to California
25 Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and
26 Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement
27

1 Amount (“GSA”) of up to \$675,000.00 in compromise of all disputed claims on behalf of during
2 the period of January 01, 2016 to December 31, 2024 (“Settlement Class Period”). All capitalized
3 terms used herein shall have the same meaning as defined in the Settlement.

4 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
5 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
6 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
7 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
8 and the evidence and argument received by the Court in conjunction with the motions for
9 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
10 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
11 DETERMINATIONS¹:
12

13 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
14 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
15 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
16 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
17 Settlement, their right to receive their proportional share of the Settlement, their right to request
18 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
19 person or by counsel at the final approval hearing and be heard regarding final approval of the
20 Settlement. Adequate periods of time were provided by each of these procedures. No member of
21 the Settlement Class presented written objections to the proposed Settlement as part of this notice
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23
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25 _____
26 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
27 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court’s Minute Order dated [REDACTED] is attached hereto as **Exhibit B** and
incorporated by reference.

1 process, stated an intention to appear, or actually appeared at the final approval hearing.

2 2. For purposes of this Final Order and Judgment, the Class Members are
3 Defendants' current and former hourly, non-exempt California employees during the period of
4 January 01, 2016 to December 31, 2024 ("Settlement Class Period").

5 3. The Court finds and determines that the notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding final approval of the Settlement based on the responses of Class Members. The Court
8 finds and determines that the notice provided in this case was the best notice practicable, which
9 satisfied the requirements of law and due process as to all persons entitled to such notice.
10

11 **Release by Plaintiffs and Class Members.** The Parties agree that it is their intent that the
12 resolution set forth in this Settlement will release and discharge the Released Claims by way of
13 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
14 of any kind by each and all of the Settlement Class Members (including participation to any extent
15 in any representative or collective action) against the Released Parties. This release will not take
16 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
17 Agreement.
18

19 **PAGA Release.** Plaintiffs release all claims for civil penalties that could have been
20 sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letter to
21 the LWDA; Plaintiffs do not release the claim for wages or damages of any Aggrieved Employee
22 unless such Aggrieved Employee is a Participating Class Member.
23

24 **"Released Claims"** shall mean all claims all claims and/or causes of action arising from
25 or related to this case under any federal, state, or local law or administrative order that were pled
26 or could have been pled in this case based on the facts alleged in the operative class action
27

1 complaint or notices to the LWDA including but not limited to the failure to pay minimum wages,
2 the failure to pay overtime wages, the failure to provide meal periods, the failure to pay meal
3 period premium pay, the failure to provide rest periods, the failure to pay rest period premium
4 pay, the failure to pay waiting-time penalties, the failure to maintain records, the failure to provide
5 accurate itemized wage statements, the failure to reimburse, and other claims whatsoever that
6 were alleged in this case or which arise out of such facts actually pled in the complaint, including
7 without limitation all related claims for restitution and other equitable relief under Business and
8 Professions Code section 17200 et seq., conversion, liquidated damages, punitive damages,
9 penalties, statutory penalties, civil penalties under the Labor Code Private Attorneys General Act
10 of 2004 for violations of Labor Code 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1174, 1194,
11 1197, and 2802. **“Released Parties”** shall mean Defendants and each of their officers, directors,
12 current and former employees, agents, affiliates, parents, subsidiaries, brother and sister
13 corporations, divisions, related companies, successors and predecessors, shareholders, members,
14 owners, trustees, attorneys, fiduciaries, beneficiaries, executors, partners, privies, agents,
15 servants, representatives, administrators, employee benefit plans, and assigns of said entities.
16
17

18 2. The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
20 provisions of the Settlement, including the release of claims contained therein, should be and
21 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
22 according to its terms. As of the Effective Date of Settlement, and for the duration of the
23 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
24 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
25 against the Released Parties as fully set forth in the Settlement. No objections were received by
26
27

1 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
2 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
3 the Administrator and therefore is/are not in the Settlement Class.

4 3. The Court finds and determines that (a) the Settlement Shares to be paid to
5 Participating Class Members and (b) the LWDA payment as civil penalties under the California
6 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
7 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
8 final approval to, and orders the payment of, those amounts be made to the Participating Class
9 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
10 accordance with the terms of the Settlement.

11 4. The Court further grants final approval to and orders that the following payments
12 be made in accordance with the terms of the Settlement:

13 a. Class Counsel fees & costs of \$225,000.00 in attorneys’ fees and
14 \$35,000.00 in litigation costs to Class Counsel;

15 b. \$5,000.00 as a Class Representative Service Payment award payable to
16 each Plaintiff for their services as Class Representatives;

17 c. \$65,000.00 in costs of the Administrator payable to ILYM Group, Inc. for
18 its services as the Administrator; and

19 d. Payment of \$18,000.00 (75% of the (\$24,000.00 PAGA penalty) to the
20 LWDA.

21 7. The settlement shall proceed as directed in the Settlement, and no payments
22 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
23 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
24

1 of all matters relating to the interpretation, administration, implementation, effectuation and
2 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
3 Court 3.769(h).

4 8. Defendants shall fund the Gross Settlement Amount by transmitting the funds to
5 the Administrator in six equal installment payments of \$112,500.00 follows:

- 6
- 7 A. First instalment payment within 30 days of the Effective Date;
 - 8 B. Second instalment payment within 180 days of the Effective Date;
 - 9 C. Third instalment payment within 360 days of the Effective Date;
 - 10 D. Fourth instalment payment within 540 days of the Effective Date;
 - 11 E. Fifth instalment payment within 720 days of the Effective Date; and
 - 12 F. Sixth instalment payment within 900 days of the Effective Date.

13 9. Within 30 days after each of Defendants' installment payments to fund the Gross
14 Settlement Amount, the Administrator will mail pro rata checks for all Individual Class Payments,
15 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
16 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the
17 Employer Tax payment, and the Class Representative Service Payments. Pro rata disbursement
18 of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
19 Representative Service Payments shall not precede pro rata disbursement of Individual Class
20 Payments and Individual PAGA Payments.

21 10. Defendants' payment of such sums shall be the sole financial obligation of
22 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
23 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
24 expenses.

25 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
26 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
27

1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
2 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
3 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
4 California Unclaimed Property Fund.

5 12. The Parties shall file a final accounting report by _____. A non-appearance case
6 review re submission of a final report is scheduled for ____ at _____.m. in **Department 23**. The
7 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
8 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
9 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
10 stipulation shall be signed by counsel for the class and defense counsel in accord with the
11 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
12 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
13 non-appearance hearing for the lodging of the stipulation and proposed order and separate
14 amended judgment is scheduled for ____ at _____.m. in **Department 23**.

15 13. Nothing in this Final Order and Judgment shall preclude any action to enforce the
16 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
17 deposit funds for distribution by the Administrator to Participating Class Members in accordance
18 with the Settlement.

19 14. The Court hereby enters final judgment in this case in accordance with the terms
20 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
21 Order and Judgment.

22 15. The Parties are hereby ordered to comply with the terms of the Settlement.

23 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
24

1 provided by the Settlement and this Final Order and Judgment.

2 17. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Released Claims.
17

18
19 18. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h).
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
23

24 _____
25 **DATE**

24 _____
25 **HON. JILL H. TALLEY**

Settlement Agreement

Final Audit Report

2025-12-07

Created:	2025-12-05
By:	Nancy Galeno (ngaleno@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZclcmvX7eJmAEDgxzrdbhm_epHj_hw0

"Settlement Agreement" History

-  Document created by Nancy Galeno (ngaleno@fisherphillips.com)
2025-12-05 - 9:25:02 PM GMT
-  Document emailed to Charanjiv Dhaliwal (cj.dhaliwal@norcaloffice.com) for signature
2025-12-05 - 9:29:00 PM GMT
-  Email viewed by Charanjiv Dhaliwal (cj.dhaliwal@norcaloffice.com)
2025-12-07 - 4:40:37 PM GMT
-  Document e-signed by Charanjiv Dhaliwal (cj.dhaliwal@norcaloffice.com)
Signature Date: 2025-12-07 - 4:41:02 PM GMT - Time Source: server
-  Agreement completed.
2025-12-07 - 4:41:02 PM GMT