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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

KACEY MATTHEWS, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DEJON ENTERPRISES, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **30-2021-01236088-CU-OE-CXC**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 15, 2023

Hearing Time: 9:00 a.m.

Reservation No. 74146786

Judge: Hon. William D. Claster
Dept.: CX101

Action Filed: December 14, 2021

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Kacey Matthews (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Dejon Enterprises, Inc.
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt
13 employees at any time during the Class Period” which is December 14, 2017 to December 11, 2022;
14 (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally appointing
15 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
16 Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-
17 wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing
18 ILYM Group as Administrator, and (8) scheduling a final approval hearing date to consider
19 Plaintiff’s motion for final approval of the settlement and for approval of attorneys’ fees and
20 expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA
21 Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the Agreement is
22 based upon the Los Angeles County Superior Court model form for a class and PAGA settlement.
23 This Declaration incorporates by reference the definitions in the Agreement, and all terms defined
24 therein shall have the same meaning as set forth in the Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the Gross Settlement Amount is Six Hundred
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1 Thousand Dollars (\$600,000) (the “Gross Settlement Amount”) to be paid by Defendant, as set forth
2 in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between
3 the Parties and will be made in full and final settlement of the Released Class Claims in exchange for
4 the payments to Participating Class Members from the Net Settlement Amount, and includes (a) the
5 costs of administration of the settlement, (b) all attorneys’ fees and costs, (c) Class Representative
6 Service Payment, and (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to the
7 Aggrieved Employees. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include the
8 employer’s share of payroll taxes which will be separately paid by Defendant. (Id.) The Settlement
9 is all-in with no reversion to Defendant and no need to submit a claim form. (Id.) The following is a
10 table of the key financial terms of the Settlement and the proposed deductions:

11 **\$600,000** (Gross Settlement Amount)

- 12 - \$10,000 (Plaintiffs’ proposed service award not to exceed \$10,000)
- 13 - \$15,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 14 - \$200,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 15 - \$15,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 16 - \$17,000 (Administration Expenses Payment - not to exceed amount)

17 **\$343,000** (Net Settlement Amount)

18 4. The relief provided in the Settlement will benefit all members of the Class. The
19 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
20 Payments to the Class Members are all determined under a neutral methodology. Each Participating
21 Class Member will receive the same opportunity to participate in and receive payment through a
22 neutral formula that is based upon the Workweeks for that individual.

23 5. On October 11, 2022, the Parties participated in an all-day mediation session presided
24 over by Louis Marlin, a respected and experienced mediator of wage and hour class actions. In
25 preparation for the mediation, Defendant provided Class Counsel with payroll and employment data
26 and other information regarding the Class Members, various internal documents, and other
27 compensation and employment-related materials. Class Counsel analyzed the data with the
28 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
for this Court’s approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
fair, reasonable and adequate.

6. Based upon 516 Class Members who collectively worked 18,518 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$1,162 per Class Member and \$32 per Workweek and after deductions the Net Settlement Amount provides an average recovery of \$664.72 per Class Member and a recovery of \$18.52 per Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$163,056 for the alleged unpaid minimum and overtime wages due to off the clock work of donning and doffing based upon 10 minutes per shift, \$174,530 for alleged meal period damages based upon a 18% potential violation rate for shifts worked, \$251,335 for alleged rest period damages based time records showing potential violations in 18,087 shifts, and \$22,572 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of \$611,492. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$741,679 and potential wage statement penalties were \$415,050. Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$600,000 is equivalent to the maximum damages in this Action, and represents more than 33% of the maximum value of the combination of alleged damages and penalties at issue in this case at the time this Settlement was negotiated.¹ The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

Procedural History of the Litigation

¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 7. On September 10, 2021, Plaintiff filed with the LWDA and served on Defendant
2 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
3 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA
4 Notice"). This PAGA Notice is attached hereto as Exhibit #3 for the Court's reference. On
5 October 14, 2022, Plaintiff Arango commenced this Action by filing a class action Complaint against
6 Defendant in the Superior Court of the State of California, County of Orange. This class action
7 Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus &
8 Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor
9 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor
10 Code §§ 510, 1194 & 1198; (3) failure to provide required meal periods in violation of Cal. Labor
11 Code §§ 226.7 and 512; (4) failure to provide required rest periods in violation of Cal. Labor Code
12 §§ 226.7 and 512; (5) failure to reimburse employees for required expenses in violation of California
13 Labor Code § 2802; (6) failure to provide accurate itemized wage statements in violation of
14 California Labor Code § 226; and (6) failure to provide wages when due in violation of California
15 Labor Code §§ 201, 202 and 203.

16 8. On December 14, 2021, Plaintiff filed a Representative Action Complaint against
17 Defendant in the Superior Court of the State of California, County of Orange, asserting a single
18 cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
19 ("PAGA"), Case No. 30-2021-01236246-CU-OE-CXC ("PAGA Action").

20 9. On April 11, 2022, the Parties stipulated to consolidate this Action and the PAGA
21 Action. On April 18, 2022, the Court issued an Order consolidating the class action Case No.
22 30-2021-01236088-CU-OE-CXC with the PAGA Action case no.
23 30-2021-01236246-CU-OE-CXC. The Order designated the class action case no.
24 30-2021-01236088-CU-OE-CXC as the lead case. On May 5, 2022, Plaintiff filed a First Amended
25 Complaint which included the claims from the Complaint and the PAGA claim from the PAGA
26 Action. Tje Parties stipulated for to Allow Plaintiff to file the Second Amended Consolidated Class
27 and Representative Complaint. On November 23. 2022, Plaintiff filed the Second Amended
28 Consolidated Class and Representative Complaint in the Action. The Second Amended

1 Consolidated Class and Representative Complaint is the operative complaint in the Action (the
2 "Operative Complaint").

3 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
4 including depositions, formal discovery, the production of documents, class data, and other
5 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
6 Action. Plaintiff performed formal discovery, which included the production and analysis of
7 hundreds of pages of documents. The information for mediation obtained by Plaintiff included: (1)
8 data concerning the class; (2) payroll data and time punch data for the class; (3) Defendant's wage
9 and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage statements
10 provided by Defendant. As such, Class Counsel received the data and information for the Class,
11 which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

12 11. Class Counsel has extensive experience in litigating wage and hour class actions in
13 California. The Parties have vigorously litigated the Action since inception. During the course of
14 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
15 Defendant have engaged in discovery, research and investigation in connection with the Action.
16 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
17 and utilized an expert to perform an analysis of the data and valuation of the claims.

18 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
19 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
20 documents and information in connection with the Action. On October 11, 2022, the Parties
21 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced
22 mediator of wage and hour class actions. Following the mediation, the Parties continued to
23 negotiate through the mediator, and eventually agreed on the basic terms of a settlement pursuant to
24 a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The
25 Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
26 the negotiations were arm's length and contentious.

27 13. Although a settlement has been reached, Defendant denies any liability or
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1 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
2 any purpose other than settlement, the Actions are appropriate for class and/or representative
3 treatment. Defendant contends, among other things, that it has complied at all times with the
4 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
5 Defendant contends that class certification is inappropriate for any reason other than for settlement.
6 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
7 that the Action is appropriate for class certification on the basis that the claims meet the requisites for
8 class certification. Without admitting that class certification is proper, Defendant has stipulated that
9 the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties
10 agree that certification for settlement purposes is not an admission that class certification is proper.
11 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
12 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate
13 and agree that the requisites for establishing class certification with respect to the Class are satisfied.

14 14. Class Counsel has conducted a investigation into the facts of the class action. Formal
15 discovery was performed along with the production of hundreds of pages of relevant documents.
16 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with
17 the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
18 possessed sufficient information to make an informed judgment regarding the likelihood of success
19 on the merits and the results that could be obtained through further litigation. In addition, Class
20 Counsel previously negotiated settlements with other employers in actions involving nearly identical
21 issues and analogous defenses. Based on the foregoing data and their own independent
22 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
23 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
24 the Class in light of all known facts and circumstances, including the risk of significant delay,
25 defenses asserted by Defendant, and potential appellate issues.

26
27 Settlement Terms and Plan of Allocation

28 15. The Gross Settlement Amount is Six Hundred Thousand Dollars (\$600,000).

(Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

16. Within 30 days after the Effective Date, but not earlier than December 31, 2023, Defendant shall deposit the Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will

1 remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.
2 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their
3 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex.
4 A.)

5 19. A Participating Class Member must cash his or her Individual Class Payment check
6 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
7 180 days will be voided and any funds represented by such checks to the California Controller's
8 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
9 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

10 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
11 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for
12 settlement administration in an amount not to exceed \$17,000. (Agreement at ¶ 3.2(c).)

13 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
14 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
15 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
16 Class Counsel Litigation Expenses Payment in an amount not to exceed \$15,000. (Agreement at ¶
17 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
18 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

19 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
20 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
21 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$15,000. (Agreement at ¶¶
22 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
23 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
24 Agency ("LWDA") as its share of the civil penalties and and 25% allocated to the Individual PAGA
25 Payments to be distributed to the Aggrieved Employees based on the number of their respective
26 PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the
27 LWDA has been served with this motion and the Agreement.
28

1 Risks of Continued Litigation and Standards for Approval

2 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
3 and trying this Action against Defendant through possible appeals which could take several years.
4 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
5 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
6 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
7 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the
8 Agreement is in the best interest of the Class Members.

9 24. Here, a number of defenses asserted by Defendant present serious threats to the
10 claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices
11 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
12 time worked and that all work time was properly recorded. Defendant contended that its meal and
13 rest period policies fully complied with California law and Defendant did not fail to provide the
14 opportunity for legally required meal and rest breaks. Defendant contended that there was no failure
15 to pay for business expenses and any cell phone usage was merely convenient and voluntary such that
16 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court
17 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on
18 liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues
19 that based on its facially lawful practices, Defendant acted in good faith and without willfulness,
20 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
21 statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery
22 to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains
23 these defenses have merit and therefore present a serious risk to recovery by the Class.

24 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
25 unable to obtain a certified class and maintain the certified class through trial, and thereby not
26 recover on behalf of any other employees. At the time of the mediation, Defendant forcefully
27 opposed the propriety of class certification, arguing that individual issues precluded class
28 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*

1 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide
2 recovery even where the class has been certified. While other cases have approved class certification
3 in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a
4 certified class through trial was by no means a foregone conclusion.

5 26. This settlement is therefore certainly entitled to preliminary approval. Were this
6 case to go to trial, the Plaintiff and the other class members would need to prove, among other
7 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

8 27. Plaintiff will apply to the Court for Class Representative Service Payment in
9 consideration for her service and for the risks undertaken on behalf of the class. (Agreement at ¶
10 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel for over two
11 years. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the requested
12 service award of \$10,000 is well within the accepted range of awards for purposes of preliminary
13 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
14 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
15 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
16 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
17 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
18 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
19 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
20 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. Jan. 27 2007)
21 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements).
22 As explained in *Glass*, service awards are routinely awarded to class representatives to compensate
23 the employees for the time and effort expended on the case, for the risk of litigation, for the fear of
24 suing an employer and retaliation there from, and to serve as an incentive to vindicate the statutory
25 rights of all employees. 2007 WL 221862 at *16-17. Below, I provided a long list of similar Court-
26 approved service awards.

27 28. The stage of the proceedings at which this Settlement was reached also militates in
28

1 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
2 conducted a thorough investigation into the facts of the class action. Class Counsel began
3 investigating the Class Members' claims before the Action were filed, and during the course of
4 litigation, Class Counsel performed formal and informal discovery which included the production of
5 hundreds of pages of documents. Class Counsel conducted a review and analysis of the relevant
6 documents and data. Class Counsel was also experienced with the claims at issue here, as Class
7 Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement
8 to settle did not occur until Class Counsel possessed sufficient information to make an informed
9 judgment regarding the likelihood of success on the merits and the results that could be obtained
10 through further litigation.

11 29. Based on the foregoing data and their own independent investigation and evaluation,
12 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
13 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
14 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
15 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
16 for both Parties possessed sufficient information to make an informed judgment regarding the
17 likelihood of success on the merits and the results that could be obtained through further litigation.

18
19 Class Certification Issues

20 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
21 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
22 the Court may appropriately approve the Class as defined in the Agreement. This Court should
23 conditionally certify the Class for settlement purposes only, defined as follows:

24 All individuals who are or previously were employed by Defendant Dejon Enterprises,
25 Inc. in California who were classified as hourly, non-exempt employees at any time
 during the Class Period.

26 (Agreement at ¶ 1.5.)

27 The Class Period is December 14, 2017 to December 11, 2022. (Agreement at ¶ 1.13.)

28 a. **Numerosity** - Here, Plaintiff asserts that the 516 current and former

1 employees that comprise the Class can be identified based on Defendant's records and are sufficiently
2 numerous for class certification.

3 b. **Common Issues Predominate** - Here, Plaintiff contends that common
4 questions of law and fact are present, specifically the common questions of whether Defendant's
5 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
6 Class Members, whether Class members were lawfully compensated for all hours worked, whether
7 Defendant failed to provide required expense reimbursement, and whether Class Members are
8 entitled to damages and penalties as a result of these practices. Plaintiff contends that certification of
9 this Class is appropriate because Defendant allegedly engaged in uniform practices with respect to
10 the Class Members. As a result, these common questions of liability could be answered on a class
11 wide basis.

12 c. **Typicality** - In the instant case, Plaintiff contends that the typicality
13 requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed by
14 Defendant as a non-exempt employee, and, like every other member of the Class, was subject to the
15 same employment practices. Plaintiff, like every other member of the Class, also claim owed
16 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
17 claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendant,
18 involve the same issues, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
20 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
22 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
23 and has actively participated in the prosecution of this case to date. Plaintiff effectively
24 communicated with Class Counsel, provided documents and information to Class Counsel, and
25 participated in the investigation and resolution of the Action. The personal involvement of the
26 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached. Second,
27 Plaintiff retained competent counsel who are experienced in employment class actions and who have
28 no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the

1 Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and
2 legal theories.

3 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
5 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
6 experience. We have handled a number of class actions and complex cases and have acted both as
7 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
8 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
9 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
10 employment law class actions, including claims for misclassification, overtime, expense
11 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
12 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
13 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
14 adequate counsel by the courts throughout California. We have been approved as experienced class
15 counsel by both state and federal courts in California in contested class certification proceedings. A
16 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
17 settlement is defined as "all individuals who are or previously were employed by Defendant Dejon
18 Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time
19 during the Class Period." I have reviewed my firm's cases and representation of other plaintiffs and
20 there is no conflict or representation which would prevent my firm from representing the interests of
21 the Class this case. My firm only represents employees, and not employers. My firm has never
22 represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject
23 matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally,
24 our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to
25 pursue the claims on behalf of other employees and classes as the claims are all against different and
26 distinct employers. I can think of no conflict that would arise in our representation of the Class and
27 our adequate representation of the Class is evidenced by the successful prosecution of the class
28 claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel

1 have any affiliation with the Administrator for this settlement. Thus, the adequacy requirement for
2 my firm is satisfied.

3 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
4 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
5 *“A” to the Agreement.*) The Class Notice will include, among other information: (i) information
6 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
7 including a description of the applicable release; (iii) information to the Class Members regarding
8 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
9 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
10 amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of the
11 Administrator. The Class Notice Packet will also include an Exclusion form and a Dispute form.
12 (Agreement at ¶ 1.12.) The Class Notice Packet will also include an Exclusion form and a Dispute
13 form. (Agreement at ¶ 1.12.) The Class Notice will state that the Class Members shall have sixty
14 (60) days from the date that the Class Notice is mailed to them (the “Response Deadline”) to request
15 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class
16 Members shall be given the opportunity to object to the Settlement and/or requests for attorneys’
17 fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
18 Members who do not submit a timely and proper request to opt-out will automatically receive a
19 payment of their Individual Class Payment. This notice program was designed to meaningfully reach
20 the Class Members and it advises them of all pertinent information concerning the Settlement.

21
22 33. The PAGA Claim -

23 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
24 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
25 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
26 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
27 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
28 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on

1 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money
2 to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary
3 consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in
4 isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair,
5 reasonable and adequate, with primary consideration for the interests of absent class members."
6 (LWDA Response at p.4).

7 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
8 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
9 \$244,550 and \$489,100 for a single violation in every one of the 4,891 pay periods at issue in the
10 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
11 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
12 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per
13 pay period but without stacking.² The PAGA allocation in the Settlement is the amount of \$15,000.
14 This allocation is justified by several important considerations. First, the PAGA claim was subject to
15 the same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
16 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could also
17 argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one
18 Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
19 potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington*
20 *v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided
21 for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be
22 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. Even
23 if we assume that violations for all 4,891 pay periods were established, using the valuation from
24 *Carrington* results in a potential recovery of only \$24,455 under PAGA. This means that the PAGA

25
26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$244,550 and \$489,100 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 allocation in the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the
2 interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in
3 *O'Connor v. Uber*.

4 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
5 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
6 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
7 approximately 2.5% of the total settlement value to resolve the PAGA claims applicable to the class
8 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
9 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
10 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
11 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics,*
12 *Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a
13 \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal.
14 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S.
15 Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
16 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
17 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
18 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
19 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
20 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
21 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
22 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
23 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
24 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
26 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
27 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
28 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,

1 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
2 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
3 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
4 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
5 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
6 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
7 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
8 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
9 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
10 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted
11 as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care*
12 *Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
13 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
14 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
15 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
16 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
17 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
18 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

19
20 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
21 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
22 reasonable, and at the time of final approval, my firm will present lodestar to further support the
23 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal
24 to one-third of the common fund in Court-approved wage and hour class settlements. Some of the
25 class action awards obtained by Class Counsel in similar employment actions throughout the state
26 bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
27 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
28 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee

1 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases*
2 (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a
3 one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir*
4 *Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class
5 Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in
6 *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge
7 William Highberger awarded Class Counsel a one-third fee award in a wage and hour class
8 settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior
9 Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a
10 wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara
11 Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee
12 award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine*
13 *Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
14 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
15 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
16 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
17 September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles Superior Court Case No.
18 JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee award in a wage and hour
19 class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior
20 Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and
21 hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles
22 Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage
23 and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
24 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
25 wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*,
26 (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE)
27 Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. On
28 June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.

20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service

award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa

1 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
2 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
3 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
4 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
5 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
6 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
7 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
8 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
9 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
10 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
11 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
12 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
13 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
14 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
15 2018) (awarding \$10,000 service award).

16
17 36. Potentially Related Other Actions - I am unaware of any other related cases pending
18 against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.10.) I have
19 searched the LWDA database which evidences that there are no other currently pending PAGA
20 notices served against Defendant (other than PAGA notice served in this case).

21
22 37. Administration - After seeking bids from qualified administrators, the estimate from
23 ILYM Group is was selected, as it provided for an estimate of \$15,100 to perform the settlement
24 administration for a Class of up 600, with any difference between the actual expenses and the budget
25 of \$17,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used
26 ILYM Group successfully as the administrator in more than twenty class settlements in the last few
27 years and know them to be competent and experienced. My firm has no relationship or connection
28 with ILYM Group, and thus no conflict of interest exists. Submitted herewith is a true and correct

1 copy of the Declaration of Lisa Mullins from ILYM Group which establishes its experience and
2 security procedures, and also attaches the estimate for administration.

3
4 Service on the LWDA:

5 38. At the same time as the filing and service of this declaration, I am also serving the
6 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
7 Settlement Agreement. This service is verified by the accompanying proof of service.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 13th day of November, 2023, at La Jolla, California.

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13 By: /s/ Kyle Nordrehaug

14 Kyle Nordrehaug
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kacey Matthews (“Plaintiff”) and defendant Dejon Enterprises, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.” This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of aggrieved employees (as set forth herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Kacey Matthews v. Dejon Enterprises, Inc.*, Case No. 30-2021-01236088-CU-OE-CXC, initiated on December 14, 2021 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator) along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.13. "Class Period" means during the period December 14, 2017 to December 11, 2022 or preliminary approval, whichever is sooner.
- 1.14. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.
- 1.16. "Court" means the Superior Court of California, County of Orange.

- 1.17. "Defendant" means Dejon Enterprises, Inc.
- 1.18. "Defense Counsel means Katherine C. Den Bleyker, Nima Darouian and Claudia M. Coleman of Lewis Brisbois Bisgaard & Smith LLP.
- 1.19. "Effective Date" means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means Six Hundred Thousand Dollars (\$600,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. "Operative Complaint" means the Second Amended Consolidated Class and Representative Complaint filed in the Action on November 23, 2022.
- 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. "PAGA Period" means the period of time from December 14, 2020 through December 11, 2022 or preliminary approval, whichever is sooner.
- 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. "PAGA Notice" means the Plaintiff's September 10, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties of \$15,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. "Plaintiff" means Kacey Matthews, the named plaintiff in the Action.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this

Agreement and incorporated by this reference herein.

- 1.39. "Released Class Claims" means any and all claims, demands, rights, liabilities, grievances, and causes of action that were pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices under the California Business and Professions Code. Except as expressly set forth in this Agreement, Participating Class Members (other than Plaintiff) do not release any other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period.
- 1.40. "Released PAGA Claims" means any and all claims for civil penalties under PAGA that were pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of hours worked and meal periods, (5) failure to indemnify necessary business expenses, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8) failure to pay all earned wages twice per month, and all PAGA claims for civil penalties predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well as any applicable IWC Orders, arising during the PAGA Period.
- 1.41. "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the

last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class 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.

1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On October 14, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC. Plaintiff's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
- (h) Failed to pay reimbursements for business expenses in violation of California Labor Code § 2802;
- (i) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. On December 14, 2021, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Orange, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 30-2021-01236246-CU-OE-CXC (hereinafter "PAGA Action").

2.3. On April 11, 2022, the Parties stipulated to consolidate this Action and the PAGA Action. On April 18, 2022, the Court issued an Order consolidating the class action

Case No. 30-2021-01236088-CU-OE-CXC with the PAGA Action case no. 30-2021-01236246-CU-OE-CXC. The Order designated the class action case no. 30-2021-01236088-CU-OE-CXC as the lead case. On May 5, 2022, Plaintiff filed a First Amended Complaint which included the claims from the Complaint and the PAGA claim from the PAGA Action.

- 2.4. The Parties Stipulated for Leave to Allow Plaintiff to file the Second Amended Consolidated Class and Representative Complaint and on November 22, 2022, the Court issued an Order Granting Leave to Allow Plaintiff to File the Second Amended Consolidated Class and Representative Complaint.
- 2.5. On November 23, 2022, Plaintiff filed the Second Amended Consolidated Class and Representative Complaint in the Action.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. On October 11, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected

by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$600,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$200,000, and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel

Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. Based on its records, Defendant has represented that the Class consists of 516 Class Members who collectively worked a total of 18,518 Workweeks between December 14, 2017 and October 11, 2022.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator 30 days after the Effective Date but not earlier than December 31, 2023.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address

database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

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

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

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release of Additional Claims and Rights. Upon the Effective Date, and as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,

release and discharge Released Parties from all claims, transactions, or occurrences related to her employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Plaintiff's Release specifically excludes any claims or actions to enforce this Agreement, or to any claims for unemployment insurance, disability insurance, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, afforded by section 1542 of the California Civil Code, which reads:

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

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

- 7.1. Defendant's Responsibilities. In advance of the Preliminary Approval Hearing, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees

to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice Packet with a Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any

forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 - (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. However, if a Class Member timely produces evidence contrary to Defendant's records, the Administrator shall promptly notify the Parties to discuss and resolve the challenge, including providing all available relevant information to all counsel. The Parties will resolve all challenges jointly, which shall be final and binding on any Class Members disputing Workweeks, and shall thereafter instruct the Administrator how to proceed in processing the dispute. If the Parties cannot reach an agreement, challenges shall be referred to the Administrator for a determination and if the challenge remains unresolved after that, the challenge shall be submitted to the Court for final determination. All such challenges are to be submitted to the Court prior to the Final Approval Hearing, for resolution by the Court.

8.7. Objections to Settlement.

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

- (b) Participating Class Members may send written objections to the Administrator, by mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 - (c) Workweek and/or Pay Period Challenges. The Court has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Court’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the number of workweeks increase by more than 10% of the estimate stated herein in paragraph 4.1 (i.e., by more than 1,852 Workweeks, or in other words, if the Workweeks worked between December 14, 2017 and October 11, 2022 exceed 20,370), Defendant will have the option to either a) increase the gross settlement proportionally or b) to shorten the release period as of the date on which the number of workweeks reaches 20,370.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, at its sole discretion, elect to withdraw from and nullify the Settlement. The Parties

agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel of its election to withdraw not later than 30 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. **ADDITIONAL PROVISIONS**

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel agree that, other than filing the Motion for Preliminary Approval of Settlement and the Motion for Final Approval of Settlement with the Court, submission of this Agreement and other submissions required to be made to the Labor and Workforce Development Agency

pursuant to PAGA, they and each of them will not disclose, disseminate and/or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

13.5. Attorney Authorization. Plaintiff and Defendant separately warrant and represent that they have authorized their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

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

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

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.

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Katherine C. Den Bleyker
Nima Darouian
Claudia M. Coleman
Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000
Los Angeles, California 90071
Tel.: (213) 250-1800
Fax: (213) 250-7900 E-Mail: Katherine.DenBleyker@lewisbrisbois.com
Nima.Darouian@lewisbrisbois.com
Armine.Antonyan@lewisbrisbois.com

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

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 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on October 11, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

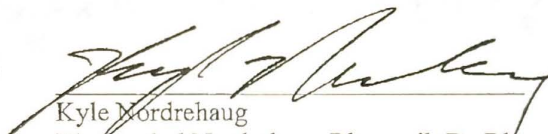
Dated: Mar 14, 2023


Kacey Matthews (Mar 14, 2023 13:29 PDT)
Plaintiff Kacey Matthews

Dated: 3/16/23


[name]
For Defendant Dejon Enterprises, Inc.

Dated: 3/14/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Kacey Matthews

Dated: 3/16/23


Katherine C. Den Bleyker
Nima Darouian
Claudia M. Coleman
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

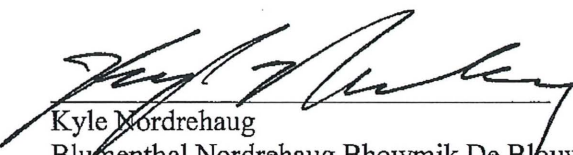
Dated: Mar 14, 2023


Kacey Matthews [Mar 14, 2023 13:29 PDT]
Plaintiff Kacey Matthews

Dated: 3/16/23


[name]
For Defendant Dejon Enterprises, Inc.

Dated: 3/14/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Kacey Matthews

Dated: _____

Katherine C. Den Bleyker
Nima Darouian
Claudia M. Coleman
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; DISPUTE FORM]

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

***Matthews v. Dejon Enterprises, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

To: All individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time from December 14, 2017 to December 11, 2022.

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster in Department CX104. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On December 14, 2021, Kacey Matthews (“Plaintiff”) filed a lawsuit against Defendant Dejon Enterprises, Inc. (“Defendant”) in the Superior Court of the State of California, County of Orange (the “Action”).

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement of the Action. The Honorable William D. Claster has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”).

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time during the Class Period.

The “Class Period” is December 14, 2017 to December 11, 2022.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Complaint, Plaintiff alleged the following claims against Defendant: unfair competition, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursements, failure to provide accurate itemized wage statements, failure to pay wages at termination, and a claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

On April 18, 2022, the Court issued an Order consolidating the class action Case No. 30-2021-01236088-CU-OE-CXC with the PAGA Action case no. 30-2021-01236246-CU-OE-CXC. The Order designated the class action case no. 30-2021-01236088-CU-OE-CXC as the lead case. On May 5, 2022, Plaintiff filed a First Amended Complaint which included the claims from the Complaint and the PAGA claim from the PAGA Action..

On November 23, 2022, Plaintiff filed the Second Amended Consolidated Class and Representative Complaint in the Action. This Second Amended Complaint is the “Operative Complaint”.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action, and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a

compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit or that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$17,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$200,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$10,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook.
- *PAGA Payment.* A payment of \$15,000 relating to the claim for penalties under PAGA, 75% (\$11,250) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$3,750) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
 - The "PAGA Period" is December 14, 2020 through December 11, 2022.
 - "Aggrieved Employees" means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt

employees at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are any and all claims, demands, rights, liabilities, grievances, and causes of action that were pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices under the California Business and Professions Code. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims. The “Released PAGA Claims” are any and all claims for civil penalties under PAGA that were pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of hours worked

and meal periods, (5) failure to indemnify necessary business expenses, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8) failure to pay all earned wages twice per month, and all PAGA claims for civil penalties predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well as any applicable IWC Orders, arising during the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

“Released Parties” collectively mean: Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

5. How much will my payment be?

Defendant’s records reflect that you have <<_____>> Workweeks during the Class Period (December 14, 2017 to December 11, 2022).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member’s Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval but no earlier than January 14, 2023. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Matthews v. Dejon Enterprises, Inc.* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *Matthews v. Dejon Enterprises, Inc.*, Case No. 30-2021-01236088. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Matthews v. Dejon Enterprises, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01236088.

All written objections must be mailed to the Administrator at _____ with copies to the Parties' counsel, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice of 75 days in the event of a re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Lyne Richardson
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
19191 S. Vermont Avenue, Suite 950,
Torrance, CA 90502

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

13. How do I get more information about the Settlement?

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

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

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Matthews v. Dejon Enterprises, Inc.* You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2021-01236088.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorney for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 KACEY MATTHEWS, an individual, on
14 behalf of herself and on behalf of all persons
15 similarly situated,

16 Plaintiffs,

17 vs.

18 DEJON ENTERPRISES, INC., a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO.: **30-2021-01236088-CU-OE-CXC**

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

Hearing Date:

Hearing Time:

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed: December 14, 2021

Trial Date: Not Set

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23
24 This matter, having come before the Honorable William D. Claster of the Superior Court
25 of the State of California, in and for the County Orange, on _____, for the motion by
26 Kacey Matthews ("Plaintiff") for preliminary approval of the class settlement with Defendant
27 Dejon Enterprises, Inc. ("Defendant"). The Court, having considered the briefs, argument of
28

PRELIMINARY APPROVAL ORDER

1 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court grants preliminary approval of the Settlement based upon the terms set
6 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
7 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval
8 of Class Action Settlement [ROA # ____]. This is based on the Court's determination that the
9 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
10 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
11 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
12 defined therein shall have the same meaning in this Order as set forth in the Agreement.
13 Capitalized terms herein shall have the definitions set forth in the Agreement.

14 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
15 and reasonable to the Class. It further appears that investigation and research have been conducted
16 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
17 further appears to the Court that settlement at this time will avoid substantial additional costs by
18 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arms-length negotiations after mediation with a respectable mediator, Louis Marlin.
21 The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when
22 balanced against the probable outcome of further litigation and the significant risks relating to
23 certification, liability, and damages issues. The Settlement falls within the range of
24 reasonableness and appears to be presumptively valid, subject only to any objections that may be
25 raised at the Final Approval Hearing and final approval by this Court.

26 3. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2 4. A Final Approval Hearing on the question of whether the Settlement should be
3 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
4 valid and timely request to exclude themselves from the Settlement is scheduled for
5 _____ at _____ in Department CX104 of the Orange County Superior
6 Court. Other matters for determination at the Final Approval Hearing shall include whether the
7 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
8 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
9 Members. Both the motion for final approval and the motion for attorneys' fees, costs and service
10 awards shall be heard at the Final Approval Hearing and the papers are to be filed with the Court
11 and served on all counsel no later than sixteen (16) court days before the hearing.

12 5. Plaintiff shall serve this Order on the LWDA.

13 6. For settlement purposes only, the Court conditionally certifies the following Class:
14 "all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in
15 California who were classified as hourly, non-exempt employees at any time during the Class
16 Period." The Class Period is December 14, 2017 to December 11, 2022. There are approximately
17 516 individuals in the Class.

18 7. The Court hereby appoints ILYM Group as Administrator. No later than 15
19 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
20 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
21 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
22 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
23 the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class
24 Members via first-class U.S. Mail.

25 8. The Court hereby approves, as to form and content, the Court Approved Notice of
26 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
27 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
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1 the Class of all material elements of the proposed Settlement, of the Class Members' right to be
2 excluded from the Class by submitting a written opt-out request, and of each member's right and
3 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
4 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
5 requirements of due process, is the best notice practicable under the circumstances, and shall
6 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
7 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
8 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
9 forth in the Agreement.

10 9. The Court approves, as to the form and content, the Dispute Form and the Request
11 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
12 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

13 10. The Court hereby approves the proposed procedure for exclusion from the
14 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
15 Class as provided in the Class Notice by following the instructions for requesting exclusion from
16 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
17 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
18 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
19 extended an additional 14 days. The Court reserves the right to accept an untimely request for
20 exclusion for good cause. Any such person who chooses to opt out of and be excluded from the
21 Class will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
23 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
24 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
25 bound by the release of the Released PAGA Claims). Class Members who have not requested
26 exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A
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1 request for exclusion may only opt out that particular individual, and any attempt to effect an opt
2 out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

3 11. Any Class Member who has not opted out may object or express the Member's
4 views regarding the Settlement, may appear at the final approval hearing, and may present
5 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
6 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
7 from the date of the mailing of the Class Notices to submit their written objections to the
8 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
9 If a Class Notice Packet is re-mailed, the response date for written objections will be extended an
10 additional 14 days. The Court reserves the right to accept an untimely written objection for good
11 cause. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
12 objection.

13 12. Neither the Settlement nor any exhibit, document, or instrument delivered
14 thereunder shall be construed as a concession or admission by Defendant in any way that the
15 claims asserted have any merit or that this Action was properly brought as a class or representative
16 action, and shall not be used as evidence of, or used against Defendant as, an admission or
17 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
18 omission by Defendant or with respect to the truth of any allegation asserted by any person.
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
22 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendant of any liability,
24 fault, wrongdoing, omission, concession or damage.

25 13. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
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1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
4 further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

8
9 HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorney for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 KACEY MATTHEWS, an individual, on
15 behalf of herself and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 DEJON ENTERPRISES, INC., a California
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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CASE NO.: 30-2021-01236088-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed: December 14, 2021

Trial Date: Not Set

1 The motion of Plaintiff Kacey Matthews (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Dejon Enterprises,
3 Inc. (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable William D.
5 Claster.

6
7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Orange, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand
17 Dollars (\$600,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
22 experienced mediator in the settlement process, among other factors, support the Court’s
23 conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was _____. There was an adequate interval between notice and the deadline
14 to permit Class Members to choose what to do and act on their decision. A full opportunity has
15 been afforded to the Class Members to participate in this hearing, and all Class Members and other
16 persons wishing to be heard have been heard. Class Members also have had a full and fair
17 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during two, all-day mediations before Louis Marlin, a respected and experienced mediator
25 of wage and hour class actions. There has been no collusion between the parties in reaching the
26 proposed settlement.

1 b. Plaintiff's investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. _____
6 objections were received. _____ timely requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing _____ of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the Action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$200,000 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
19 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and litigation expense billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in this litigation, for their time and effort in
27 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
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1 release. In making this award, the Court has considered only the factors set forth in *Golba v.*
2 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
3 *LLC* (2009) 175 Cal.App.4th 785.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
7 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiffs,
8 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
9 perform the other remaining duties set forth in the Agreement. The Administrator has documented
10 \$_____ in fees and expenses, and this amount is reasonable in light of the work
11 performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties in the amount of \$15,000 to be paid
14 out of the Gross Settlement Amount, which shall be allocated 75% (\$11,250) to the LWDA PAGA
15 Payment and 25% (\$3,750) to the Individual PAGA Payments to be distributed by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number
17 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant Dejon
20 Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time
21 during the PAGA Period. The "PAGA Period" is December 14, 2020 through December 11,
22 2022. The LWDA was notified of the settlement and served with a copy of the Agreement, and
23 the LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
24 reasonable.

25
26 **II.**

27 **ORDERS**

1 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

2 1. The Class is certified for the purposes of settlement only. The Class is hereby
3 defined as follows:

4 All individuals who are or previously were employed by Defendant Dejon
5 Enterprises, Inc. in California who were classified as hourly, non-exempt
6 employees at any time during the Class Period.

7 The Class Period is December 14, 2017 to December 11, 2022.

8 2. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify any
10 requests for exclusion].

11 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
13 Members as set forth in the Agreement is approved.

14 4. Class Counsel are awarded attorneys' fees in the amount of \$200,000 and costs in
15 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiff or members of the Class.

17 5. The payment of the Class Representative Service Payment in the amount of
18 \$10,000 to the Plaintiff is approved.

19 6. The payment of \$ _____ to the Administrator for their fees and expenses
20 is approved.

21 7. The PAGA Penalties amount of \$15,000 is approved to be distributed in
22 accordance with the Agreement.

23 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
28 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability

1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the claims being released by the
8 Settlement.

9 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

14 10. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action.

25 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized, with further approval from the Court, to agree to and to
4 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
5 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
6 rights of the Parties or Class Members under the Agreement.

7 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 5. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount, all Participating Class Members, on behalf of themselves and their respective former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
12 Released Parties from the Released Class Claims as set forth in the Agreement.

13 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

14 (a) "Released Class Claims" means any and all claims, demands, rights,
15 liabilities, grievances, and causes of action that were pled or could have been pled based on the
16 factual allegations contained in the Operative Complaint which occurred during the Class Period
17 which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime
18 compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks;
19 (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
20 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business
21 practices under the California Business and Professions Code. Except as expressly set forth in the
22 Agreement, Participating Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, unemployment insurance, disability, social security,
24 workers' compensation, and claims outside of the Class Period.

25 (b) "Released Parties" collectively mean: Defendant and each of its divisions,
26 subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and
27 present, and each of them, as well as each of their directors, officers, shareholders, partners,
28

1 members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees,
2 successors, business managers, agents, contractors, insurers, attorneys, and employees, past and
3 present, and each of them and their marital community.

4 7. Effective on the date when Defendant fully funds the entire Gross Settlement
5 Amount, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
6 and their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from all Released PAGA Claims. The “Released
8 PAGA Claims” are any and all claims for civil penalties under PAGA that were pled or could have
9 been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice
10 sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The
11 Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for
12 all hours worked, including minimum wages and overtime wages, (2) failure to provide meal
13 periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of
14 hours worked and meal periods, (5) failure to indemnify necessary business expenses, (6) failure
15 to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8)
16 failure to pay all earned wages twice per month, and all PAGA claims for civil penalties
17 predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226,
18 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well
19 as any applicable IWC Orders, arising during the PAGA Period. The release of the Released
20 PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
21 Aggrieved Employee submitted a request for an exclusion from the Class.

22 8. As of the Effective Date, Plaintiffs have generally and fully released and
23 discharged the Released Parties from any known or unknown claims, including a waiver of
24 California Code of Civil Procedure section, as fully set forth in the Agreement.

25 9. If a settlement check remains uncashed by the expiration date, the funds from such
26 uncashed checks will be paid to the California State Controller’s Unclaimed Property Fund in the
27 name of the Participating Class Member/Aggrieved Employee.

1 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
2 before _____ setting forth the actual amounts paid to class members and other
3 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
4 whether further reports and/or a hearing will be necessary.

5 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
6 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
7 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
8 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
9 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
10 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: _____

15
16 _____
HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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Educated: University of Southern California; California Western School of Law

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District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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Nick@bamlawca.com**

**WRITERS EXT:
1004**

**September 10, 2021
CA2500**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Dejon Enterprises, Inc.
Certified Mail # 70211970000003065685
C T Corporation System
Isabella Villasenor
11235 Knott Avenue Suite C
Cypress CA 90630**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Dejon Enterprises, Inc. in California and classified as non-exempt employees during the time period of September 9, 2020 until a date as determined by the Court. Our offices represent Plaintiff Kacey Matthews (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Dejon Enterprises, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from October of 2020 to September of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of

their right to take separately and hourly paid duty-free ten (10) minute rest periods. See *Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.