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13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 JAMIE BACA, individually and on behalf of
16 all individuals similarly situated,

17 Plaintiff,

18 vs.

19 AMAZING VENTURES INC, a California
20 corporation; HAMIDA CHANDRANI, an
21 individual; and DOES 1-25, inclusive,

22 Defendants.

CASE NO. 21STCV02328

[CLASS ACTION]

*[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. SSC6]*

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

Action Filed: January 19, 2021

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JAMIE BACA
2 (“Class Representative”), on behalf of herself and all others similarly situated to her and as
3 defined below, on the one hand, and AMAZING VENTURES INC., a California corporation;
4 HAMIDA CHANDRANI, an individual (“Defendants”), on the other hand, as set forth below:

5 **I. The Conditional Nature of This Stipulation.**

6 This Amended Joint Stipulation of Class Action Settlement and Release, including all
7 associated exhibits or attachments (herein “Stipulation”), is made for the sole purpose of
8 resolving all causes of action alleged in the Complaint and any First Amended Complaint in the
9 case *Jamie Baca v. Amazing Ventures, Inc., et al*, Case No. 21STCV02328 (the “Litigation”) on
10 a class wide basis. This Stipulation and the settlement it evidences is made in compromise of
11 disputed claims. Because the Litigation was styled as a class action, this settlement must receive
12 preliminary and final approval from the Court. Accordingly, Defendants and the Class
13 Representative enter into this Stipulation and associated settlement on a conditional basis. In the
14 event that the Court does not execute and file the Order Granting Final Approval of Settlement,
15 or in the event that the Court does not enter the Judgment (as defined below), or in the event that
16 the associated Judgment does not become a Final Judgment (as defined below) for any reason,
17 this Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall
18 not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of it
19 shall remain subject to the provisions of California *Evidence Code* sections 1119 and 1152.

20 Defendants adamantly deny all of the claims as to liability, damages, and restitution as
21 well as the class allegations asserted in the Litigation. Defendants have agreed to resolve this
22 Litigation via this Stipulation, but to the extent this Stipulation is deemed void or does not take
23 effect, Defendants do not waive, but rather expressly reserve, all rights to challenge all such
24 claims and allegations in the Litigation upon all procedural and factual grounds, including
25 without limitation the ability to challenge class treatment on any grounds or to assert any and
26 all defenses or privileges. The Class Representative and her counsel agree that Defendants
27 retain and reserve these rights. In particular, the Class Representative and her counsel waive
28 and agree not to argue or to present any argument that Defendants would be estopped from

1 contesting class certification because it has entered into this Stipulation. In addition, the
2 settling parties recognize and agree that under California law, which is applicable here, courts
3 impose a lesser burden for certification for settlement classes than they do for contested
4 classes.

5 **II. The Parties to this Stipulation.**

6 This Stipulation (with the associated exhibits) is made and entered into by and among
7 the following parties (collectively, the “Parties” or “Settling Parties”): (i) the Class
8 Representative Jamie Baca (on behalf of herself and each of the members the Class), with the
9 assistance and approval of her counsel (the “Class Counsel”); and (ii) Defendants Amazing
10 Ventures, Inc. and Hamida Chandrani, with the assistance of its counsel of record in the
11 Litigation. The Stipulation is intended by the Settling Parties to result in a Judgment and to
12 fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below)
13 upon and subject to the terms and conditions hereof.

14 **III. Procedural Posture.**

15 On January 19, 2021, Plaintiff Jamie Baca, a former employee of Defendants, filed a
16 class action Complaint against Defendants in Los Angeles County Superior Court. In the
17 Complaint, Plaintiff alleged causes of action for:

18 1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
19 INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR
20 CODE §§200, 226, 500, 510, 1194, 1197, AND 1198;

21 2. FAILURE TO PAY PENALTIES FOR MISSED MEAL AND REST BREAKS
22 IN VIOLATION OF CAL. LABOR CODE §§ 200, 226.7, 512, 1198 AND 12
23 CALIFORNIA CODE OF REGULATIONS §11050;

24 3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE
25 §§1182.12, 1194, 1194.2, 1197;

26 4. FAILURE TO PAY OVERTIME AND DOUBLE-TIME COMPENSATION
27 IN VIOLATION OF CAL. LABOR CODE § 1194, *ET SEQ.*;

28 5. FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF

1 CAL. LABOR CODE § 2802;

2 6. FAILURE TO PROVIDE FURNISH ACCURATE, ITEMIZED WAGE
3 STATEMENTS IN VIOLATION OF CAL. LABOR CODE § 226;

4 7. FAILURE TO PAY COMPENSATION UPON TERMINATION OF
5 EMPLOYMENT IN VIOLATION OF CAL. LABOR CODE § 201-203; AND

6 8. VIOLATIONS OF CAL. B&P CODE §§ 17200, *ET SEQ.*;

7 As defined by Plaintiff in paragraph 38 of the Complaint and based on her claims, the
8 class consists of:

9 All individuals who have been, or currently are, employed by Defendants as “non-
10 exempt employees” during the Class Period. Excluded from the Class are employees
11 who work only administrative and managerial functions as exempt employees.

12 In accordance with the complex civil division procedure, the Court imposed a stay on
13 all discovery and motion practice prior to the initial Case Management Conference.

14 Meanwhile, the Parties agreed to attempt a resolution of this matter through private mediation.
15 In preparation thereof, Defendants provided information/data concerning alleged putative class
16 members to allow Plaintiff to perform an analysis.

17 On October 5, 2021, the parties participated in a full-day mediation before experienced
18 employment mediator Jeffrey Krivis, Esq. At mediation, the parties engaged in an intensive
19 discussion regarding their evaluations of the Litigation, the risks and delays of further litigation
20 and the relevant wage statement analysis models to further assist in negotiations. With the aid
21 of the mediator, the parties reached a settlement of the case. The parties were able to resolve
22 the matter and agreed to enter into this Joint Stipulation of Class Action Settlement and
23 Release.

24 This Stipulation pertains to the Plaintiff’s Complaint and First Amended Complaint in
25 the Litigation.

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27 **IV. No Admissions or Concessions Regarding Fault or Liability.**

28 Whether or not the settlement is finally approved, this Stipulation and compliance with

1 this Stipulation shall not be construed as an admission, concession, or indication by either party
2 with respect to fault or liability whatsoever for the claims asserted in the Litigation, or as an
3 admission by either party that the Litigation is either appropriate or inappropriate for class
4 certification. Parties are agreeing that the Litigation is appropriate for class certification only for
5 the purposes of class settlement as described within this Stipulation.

6 **V. Defendants' Denial of Wrongdoing or Liability.**

7 Whether or not the settlement is finally approved, this Stipulation and compliance with
8 this Stipulation shall not be construed as an admission, concession, or indication by Defendant
9 of any fault or liability whatsoever for the claims asserted in the Litigation, or as an admission
10 by Defendants that the Litigation is appropriate for class certification other than for purposes of
11 class settlement as described within this Stipulation. Defendants adamantly deny all of the
12 claims and contentions alleged by the Class Representative in the Litigation, and do not waive
13 and reserve all defenses disputing liability, class certification, and damages. Defendants
14 contend it appropriately paid its employees and that, if this matter were to be further litigated,
15 it would have strong defenses on the merits and as to class certification. Nonetheless,
16 Defendants have concluded that to continue the Litigation would be protracted and expensive
17 and that it is desirable that the Litigation be fully and finally settled in the manner and upon the
18 terms and conditions set forth in this Stipulation.

19 The Stipulation will not be disclosed, referred to or offered or received in evidence
20 against the Defendants, in any further proceeding in the Litigation, or any other civil, criminal
21 or administrative action or proceeding except for the purposes of settling this Litigation or
22 enforcing the terms contained herein.

23 Defendants do not waive, but rather expressly reserve, all rights to challenge all such
24 claims and allegations in the Litigation upon all procedural and factual grounds, including
25 without limitation the ability to challenge class treatment on any grounds or to assert any and
26 all defenses or privileges if this Stipulation is deemed void or does not take effect.

27 **VI. Claims of the Class Representative and Benefits of Settlement.**

28 The Class Representative believes that the claims asserted in the Litigation have merit.

1 The Class Representative and Class Counsel recognize and acknowledge, however, the
2 expense and length of the type of continued proceedings necessary to prosecute the Litigation
3 against Defendants through trial and through appeals. The Class Representative and Class
4 Counsel have also taken into account the uncertain outcome and the risk of any litigation,
5 especially in putative class actions such as this Litigation, as well as the difficulties and delays
6 inherent in such litigation. The Class Representative and Class Counsel are also mindful of the
7 unsettled and evolving nature of the law that supports the defenses to the claims asserted in the
8 Litigation. In light of these considerations, Class Counsel is of the opinion that the
9 consideration and terms of the Settlement as set forth below are fair, reasonable, and adequate
10 in light of all known facts and circumstances, and are in the best interests of the Class as a
11 whole. Class Counsel is also of the opinion that the total consideration and payment set forth
12 in this Stipulation of Settlement is adequate in light of the uncertainties surrounding the risk of
13 further litigation, and the possible defenses and offset claims that Defendants have asserted and
14 could assert.

15 **VII. Terms of Stipulation and Agreement of Settlement.**

16 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between
17 the Class Representative, for herself and on behalf of all others allegedly similarly situated to
18 her and as defined below, on the one hand, and Defendants on the other hand, with the
19 assistance of their respective counsel of record, that, as among the Settling Parties, including
20 all members of the Settlement Class, the Litigation and the Released Claims shall be finally
21 and fully compromised, settled, and released, subject to the terms and conditions of the
22 Stipulation and the Judgment.

23 **A. Definitions**

24 As used in all parts of this Stipulation (including the exhibits which are incorporated as
25 part of the Stipulation), the following terms have the meanings specified below (other definitions
26 are included within the Stipulation and are identified by parentheticals with quotes (“ ”)):

- 27 1.1 “NCOA Check” means within fourteen (14) calendar days from the date the
28 Court preliminarily approves this Agreement, the Settlement Administrator will

perform an National Change of Address (“NCOA”) check for Class Members’ most current address based on the information provided by Defendants and/or Plaintiff and will mail the Court approved notices to the Class Members.

1.2 “Settlement Administrator” means the third-party claims administration firm mutually selected by the parties, Simpluris, Inc.

1.3 “Class” or “Class Members” means any and all individuals who worked for Defendants in California as non-exempt employees during the Class Period. Excluded from the Class are employees who work only administrative and managerial functions as exempt employees. The Class is composed of approximately 98 individuals.

1.4 “Class Counsel” and “Plaintiff’s Counsel” means:

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1.5 “Net Settlement Sum” means the net amount that Defendants will pay (subject to the occurrence of the Effective Date) to all Settlement Class Members, and is calculated by subtracting all of the following from the Settlement Sum: (1) the maximum total gross amount Defendants will pay (subject to the occurrence of the Effective Date) to Class Counsel for attorney fees, which is \$33,333.33 (subject to court approval); (2) the maximum total gross amount Defendants will pay (subject to the occurrence of the Effective Date) to Class Counsel for costs and Litigation expenses, which is to be no more than \$15,000 (subject to court approval); (3) the maximum total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to the Class Representative as a

1 service award which is \$5,000 (subject to court approval); (4) the maximum
2 total gross amount Defendant will pay (subject to the occurrence of the
3 Effective Date) to the Settlement Administrator, which shall be no more than
4 \$3,100 (subject to court approval); (5) the maximum total gross amount
5 Defendant will pay (subject to the occurrence of the Effective Date) to the
6 California Labor and Workforce Development Agency for settlement of claims
7 under California *Labor Code* section 2698 et seq. which shall be \$7,500,
8 representing seventy-five percent of the \$10,000 total settlement amount for
9 Private Attorneys General Act civil penalties (subject to court approval); and (6)
10 the maximum total gross amount Defendant will pay (subject to the occurrence
11 of the Effective Date) to the PAGA Settlement Employees for settlement of
12 claims under California Labor Code section 2698 et seq. which shall be \$2,500,
13 representing twenty-five percent of the \$10,000 total settlement amount for
14 Private Attorneys General Act civil penalties (subject to court approval). The
15 Net Settlement Sum is currently estimated to be approximately \$33,566.67
16 which will be subject to employee's share of state and federal employment and
17 payroll taxes and withholdings prior to distribution to Settlement Class
18 Members ("Employment and Payroll Taxes") but the Settling Parties
19 acknowledge that this figure may change depending on the extent which the
20 Court approves the allocations stated in this paragraph.

21 1.6 "Class Period" means the following: July 1, 2018 up to and including November
22 30, 2021.

23 1.7 "Class Representative" means Plaintiff Jamie Baca, the individual designated in
24 the Complaint and the First Amended Complaint to serve as the official
25 representative of the Class.

26 1.8 "Court" means the Superior Court of the State of California, for the County of
27 Los Angeles.

28 1.9 "Effective Date" means the later of the following: (a) if no timely objections are

1 filed or if all objections are withdrawn, the date upon which the Court enters
2 Final Approval of the Settlement; (b) if an objection is filed and not withdrawn,
3 the date for filing an appeal and no such appeal being filed; (c) if any timely
4 appeals are filed or other judicial review is taken, the date of the resolution (or
5 withdrawal) of any such appeal in a way that does not alter the terms of the
6 settlement.

7 1.10 "Settlement Sum" shall mean the total settlement amount to be paid by
8 Defendants pursuant to the settlement (including attorneys' fees and costs to
9 Class Counsel, PAGA Penalties (as defined below), settlement administration
10 costs, the Class Representative service award, distributions to Settlement Class
11 Members, employee's share of taxes, contributions and withholdings with
12 respect to the wage-portion of the settlement payments (Employment and
13 Payroll Taxes), which amount is \$100,000. The entire settlement is non-
14 reversionary. Defendants' share of state and federal employment and payroll
15 taxes ("Employer Taxes") shall be paid separately by Defendants in an amount
16 separate from the Settlement Sum.

17 1.11 "Individual Settlement Amount" shall mean the total gross amount due from the
18 Net Settlement Sum to an individual Settlement Class Member, inclusive of pre-
19 and post-judgment interest and penalties, and subject to Employment and
20 Payroll Taxes, which shall be allocated and distributed to Class Members based
21 on the number of weeks a Class Member worked during the Class Period
22 ("workweek."). Class Members will not have to submit a claim form in order to
23 be issued payment pursuant this Settlement. Based on information obtained and
24 discovered through the course of informal discovery, the values of the
25 Individual Settlement Amount assigned to Class Members will be determined as
26 follows: 1) a Total Value per workweek will be derived by dividing the Net
27 Settlement Sum allocated by the total number of weeks that all Class Members
28 worked (i.e. any week in which a Class Member worked at least one (1) day

during the Class Period); and 2) each eligible Class Member will have their respective number of workweeks multiplied by the Total Value per workweek number to derive their respective Individual Settlement Amount. With respect to PAGA Settlement Employees, their Individual Settlement Amount shall include their pro rata share of the \$2,500 allocated from the PAGA Penalties to PAGA Settlement Employees, calculated as follows: 1) a PAGA Total Value per workweek will be derived by dividing the \$2,500 allocated as PAGA Penalties to all PAGA Settlement Employees by the total number of weeks that all PAGA Settlement Employees worked during the PAGA Period and 2) each PAGA Settlement Employee will have their respective number of workweeks multiplied by the PAGA Total Value per workweek number to derive their respective share of the PAGA Penalties to be included in their respective Individual Settlement Amount. Class Members who are also PAGA Settlement Employees who properly and timely elect to Opt Out will nevertheless receive their pro rata share of the 25% of the PAGA Penalties allocated to PAGA Settlement Employees. If the Court approves of the compromise of the PAGA claim, all PAGA Settlement Employees are bound by the Court's resolution of that claim.

1.12 "Jamie Baca" means Jamie Baca, the named plaintiff in the Litigation and Class Representative.

1.13 "Judgment" or "Final Judgment" means the judgment to be rendered by the Court pursuant to this Stipulation. This Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

1.14 "Labor and Workforce Development Agency" or "LWDA" means the California agency that pursuant to California *Labor Code* section 2698, *et seq.* shall receive an amount equal to seventy-five percent (75%) of the amount allocated for PAGA Penalties in settlement of the Litigation.

1.15 "Last Known Address" means the most recently recorded mailing address for a

Class Member, such information is contained in employment, payroll, or personnel records maintained by Defendant.

1.16 The “Litigation” shall mean all the causes of action alleged in the Complaint and the First Amended Complaint, in the lawsuit pending in the Court presently styled, *Jamie Baca v. Amazing Ventures, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV02328.

1.17 The “Non-Settlement Class” or “Non-Settlement Class Member(s)” or “Member of the Non-Settlement Class” consists of or means the group of all Class Members who properly and timely elect to Opt Out (as defined below) of the settlement by requesting exclusion from the class action settlement pursuant to Paragraph 3.3.3 of the Stipulation. Class Members who are PAGA Settlement Employees will not be permitted to Opt Out from the release of the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Settlement Employees including to those Non-Settlement Class Members.

1.18 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a notice titled “Notice of Proposed Class Action Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. The “Notice of Proposed Class Action Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court 3.766(d).

1.19 “Notice Mailing Deadline” means the deadline for the Settlement Administrator to mail the Class Notices to Class Members, which shall be no later than twenty-one (21) calendar days after the Preliminary Approval Date.

1.20 “Objection Deadline” means the deadline for a Class Member to object to the settlement, which date shall be indicated on the Class Notices mailed by the Settlement Administrator and which shall be postmarked no later than forty-five

(45) calendar days after the Notice Mailing Deadline.

1.21 “Opt Out” or “Opt Outs” means a completed request in writing to be excluded or opt-out signed by a Class Member indicating he or she wishes to be excluded from the Settlement Class and in the manner specified in the Class Notice, no later than the Opt Out Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later).

1.22 “Opt Out Deadline” means the deadline for a Class Member to Opt Out of the settlement, which date shall be indicated on the Class Notices mailed by the Settlement Administrator and which shall be postmarked no later than forty-five (45) calendar days after the Notice Mailing Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later).

1.23 “Order of Final Approval and Entry of Judgment”, “Final Approval” or “Order Granting Final Approval of Settlement and Entry of Judgment” shall mean the Final Approval Order and Judgment. The “Judgment,” shall constitute approval pursuant to California Rule of Court 3.769(a).

1.24 “PAGA Penalties” means the penalties pursuant to California *Labor Code* section 2698, *et seq.*, the *Labor Code* Private Attorneys General Act of 2004 (“PAGA”), that Settling Parties have agreed is a reasonable sum to be allocated in settlement of the PAGA claims included in the Litigation, which is \$10,000. The PAGA Penalties allocation is to be approved by the Court pursuant to *Labor Code* section 2699 *et seq.* and are to be distributed as follows: seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the PAGA Settlement Employees on a *pro rata* basis based on the PAGA Settlement Employees’ workweeks during the PAGA Period.

1.25 “Person” means a natural person.

1.26 “Plaintiff” shall mean Jamie Baca, the named plaintiff in this Litigation.

1 1.27 “Preliminary Approval Date” shall mean the date on which the Court grants
2 preliminary approval of the settlement.

3 1.28 “Preliminary Approval Order” or “Order Granting Preliminary Approval of the
4 Settlement and Setting a Settlement Fairness Hearing” shall mean an order to be
5 executed and filed by the Court titled “Order Granting Preliminary Approval of
6 the Settlement and Setting a Settlement Fairness Hearing”. This Preliminary
7 Approval Order shall constitute an order certifying a provisional class for
8 settlement purposes only pursuant to California Rule of Court 3.769(d) and an
9 order setting a final approval/fairness hearing pursuant to California Rule of
10 Court 3.769(e).

11 1.29 “Reasonable Address Verification” shall mean the utilization of the National
12 Change of Address Database maintained by the United States Postal Service to
13 review the accuracy of and, if possible, update a Last Known Address Provided
14 by Defendant to the Settlement Administrator.

15 1.30 “Released Claims” shall mean any and all wage-and-hour claims, rights,
16 demands, liabilities and causes of action of every nature and description
17 whether pled or could have been pled arising from or related to the claims
18 asserted in the operative First Amended Complaint against Defendants, during
19 the Class Period, based upon the following categories of allegations: failure to
20 compensate for all hours worked; failure to pay penalties for missed meal and
21 rest breaks; failure to pay minimum wages; failure to pay overtime wages;
22 failure to reimburse business expenses; failure to furnish accurate, itemized
23 wage statements; failure to pay compensation upon termination of employment;
24 and violation of Cal. Business and Professions Code §§ 17200, et seq.,
25 including, violation of the following sections of the California Labor Code
26 Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226,
27 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174,
28 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2699, 2802,

California Business & Professions Code § 17200, violation of California Code of Regulations, Title 8, section 11040, violation of the California Industrial Wage Orders, and violation of California’s unfair business practices and unfair competition laws, as well as any potential penalties, interest or attorneys’ fees associated with these causes of action under California or federal law. In addition, subject to Court approval, Plaintiff and the PAGA Settlement Employees will release the Released Parties from any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted with respect to the Private Attorneys General Act (“PAGA”) claims asserted in operative First Amended Complaint and in Plaintiffs’ LWDA Notice for the PAGA Period. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Claims arising under the Fair Labor Standards Act (“FLSA”).

1.31 “PAGA Period” means the following: October 6, 2020 up to and including November 30, 2021.

1.32 “PAGA Settlement Employees” means any and all individuals who worked for Defendants in California as non-exempt employees during the PAGA Period.

1.33 “Settlement Class” or “Settlement Class Members” or “Members of the Settlement Class” means any, or collectively all Class Members who do not Opt Out of the settlement by submitting Opt Outs pursuant to Paragraph 3.3.3 and, thus, become bound by the Judgment.

1.34 “Settlement Hearing” or “Final Approval Hearing” or “Settlement Fairness Hearing” means a hearing set by the Court to take place for the purpose of: (i) determining the fairness, adequacy, and reasonableness of the Stipulation and

1 associated settlement pursuant to class action procedures and requirements; (ii)
2 determining the good faith of the Stipulation and associated settlement; and (iii)
3 entering Judgment. This Settlement Hearing is intended to be the settlement
4 hearing or final approval hearing required under California Rule of Court
5 3.769(a).

6 1.35 “Parties” or “Settling Parties” means Defendants and the Class Representative
7 on behalf of herself and all Settlement Class Members.

8 1.36 “Amazing Ventures, Inc.” means the Defendant Amazing Ventures, Inc. in the
9 Litigation and employer of the present and former employees who comprise the
10 alleged Class.

11 1.37 “Released Parties” means Defendants, each of its respective past, present and
12 future parent companies, subsidiaries, affiliates, current and former management
13 companies, shareholders, members, partners, agents accountants, insurers,
14 reinsurers, claims administrators, attorneys and any past, present or future
15 officers, directors and employees, predecessors, successors, or assigns thereof.

16 1.38 “Stipulation” means this Joint Stipulation of Class Action Settlement and
17 Release and all of its attachments and exhibits, which the Settling Parties
18 understand and agree sets forth all material terms and conditions of the
19 settlement between them, and which is subject to Court approval.

20 1.39 “Updated Address” means a mailing address that was updated by way of
21 Reasonable Address Verification, by way of an updated mailing address
22 provided by the United States Postal Service, a Class Member, Experian Skip
23 Tracing, or a Locator Service.

24 1.40 “First Amended Complaint” is the operative pleading to be filed on or about
25 December 10, 2021. The First Amended Complaint alleges the causes of
26 actions in the original Complaint, filed January 19, 2021, and a cause of action
27 for enforcement under the Private Attorneys General Act.

28 1.41 “LWDA Notice” is the letter to the LWDA and Defendants dated October 6,

2021, giving notice of her intent to pursue a representative action pursuant to the PAGA, on behalf of herself and the state of California, as well as on behalf of a proposed group of aggrieved employees.

B. The Settlement

2.1 Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendant and the Settlement Administrator.

2.1.1. The Settlement Sum shall be One Hundred Thousand (\$100,000.00).

Defendants' monetary obligation under this Stipulation is limited to the amount defined as the Settlement Sum (\$100,000.00). Defendants shall pay the total Settlement Sum to the Settlement Administrator for disbursement consistent with this Stipulation in two installments. The first installment of \$50,000.00 shall be due 30 calendar days following the "Effective Date" of the Settlement. The second installment of \$50,000.00, plus an amount sufficient to pay the Employer Taxes, shall be due 6 months following the first payment due date. The Effective Date of the Settlement will be later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed or other judicial review is taken, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Defendants will not be called upon or required to contribute additional monies above the Settlement Sum under any circumstances whatsoever. In the event that this Stipulation is canceled, rescinded, terminated voided, or nullified, however that may occur, or the settlement of the Litigation by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum under the terms of this Stipulation, and all previous disbursements made by Defendants will immediately revert back to Defendants.

The Settlement Administrator will administer the settlement by distributing the Class Notice, performing an NCOA check, receiving Opt Out requests, adjudicating Class Members'

1 disputes over the total number of workweeks worked by Class Members during the Class Period,
2 providing Class Counsel and counsel for Defendant with updates on the status (including Class
3 Member names and percentages) of Opt Outs, handling inquiries about the calculation of the
4 Individual Settlement Amounts, and providing Defendants with the appropriate tax reporting
5 documentation. The actions of the Settlement Administrator shall be governed by the terms of
6 this Stipulation. The Settling Parties, through their counsel, may provide written information
7 needed by the Settlement Administrator pursuant to the Stipulation.

8 2.1.2. Defendants, through the Settlement Administrator, shall pay no later
9 than fifteen (15) calendar days after the receipt of the funds by the Settlement Administrator
10 from Defendants: (1) the amount of attorneys' fees and litigation costs and expenses approved
11 by the Court as set forth in subsection (a) below; (2) the Class Representative service awards
12 approved by the Court as set forth in subsection (b) below; (3) the PAGA Penalties to the
13 LWDA approved by the Court as set forth in subsection (d) below; (4) the fees and costs to the
14 Settlement Administrator approved by the Court as set forth in subsection (c) below; (5)
15 Payments to Settlement Class Members of their Individual Settlement Amounts, according to
16 the terms, conditions and procedures set forth in Paragraph 2.1.3 and as set forth in subsection
17 (e) below; and (6) Payments to PAGA Settlement Employees to be included in their Individual
18 Settlement Amounts, according to the terms, conditions and procedures set forth in Paragraph
19 2.1.3 and as set forth in subsection (e) below. Payments to the Settlement Class Members of
20 their Individual Settlement Amounts and Payments to the PAGA Settlement Employees to be
21 included in their Individual Settlement Amounts, are to be paid before (1) the payment of
22 Attorneys' Fees and Litigation Costs; the payment of Class Representative service awards; (3)
23 the payment of the PAGA Penalties to the LWDA; and (4) the payment of the fees and costs to
24 the Settlement Administrator.

25 (a) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their
26 Application for Award of Attorneys' Fees and Costs to the Court before the
27 Settlement Hearing. Class Counsel will seek attorneys' fees not to exceed
28 \$33,333.33 (1/3 of the Settlement Sum) and litigation costs and expenses not

1 to exceed \$15,000 from the Settlement Sum, subject to court approval. Class
2 Counsel shall serve Defendants with copies of all documents in support of
3 their Application for Award of Attorneys' Fees and Costs. Defendants agree
4 not to oppose the Application for Award of Attorneys' Fees and Costs. Class
5 Counsel and the Class Representative agree to provide original signed W9
6 forms to defense counsel. The Settlement Administrator will report the
7 attorneys' fees on a Form 1099, which it will provide to Class Counsel and to
8 the pertinent taxing authorities.

9 (b) Class Representative Service Award: Subject to Court approval, the Class
10 Representative shall receive a service payment of \$5,000 in addition to her
11 Individual Settlement Amount. Defendants agree not to oppose the request
12 for, or the amount of, the Class Representative's service award. Since it is
13 the intent of the Settling Parties that the service award to the Class
14 Representative is for her services on behalf of the Class and in exchange for
15 the general release set forth in Paragraphs 3.5.2 through 3.5.4, and not wages,
16 the Settlement Administrator will not withhold any taxes from the service
17 awards. The Settlement Administrator will report the service award on a Form
18 1099, which it will provide to the Class Representative and to the pertinent
19 taxing authorities. The Class Representative agrees to provide an original
20 signed W9 form to defense counsel prior to issuance of the Class
21 Representative Service Award.

22 (c) Settlement Administration Costs: Subject to Court approval, the Settlement
23 Administrator shall be paid an amount which is expected to not exceed \$3,100
24 for all fees and costs relating to the administration of this settlement, including
25 but not limited to all the duties set forth in Paragraph 2.1.2, all tax document
26 preparation, custodial fees and accounting fees, all costs and fees associated
27 with preparing, issuing, and mailing any and all Class Notices, all costs and
28 fees associated with computing, reviewing, and paying distributions from the

1 Settlement Sum, all costs and fees associated with preparing any tax returns
2 and any other filings required by any governmental taxing authority or
3 agency, all costs and fees associated with preparing any other notices, reports,
4 or filings to be prepared in the course of administering disbursements from
5 the Settlement Sum, and any other costs and fees incurred and/or charged by
6 the Settlement Administrator in connection with the execution of its duties
7 under this Stipulation.

8 (d) PAGA Penalties: Subject to Court approval, \$7,500 shall be paid to the
9 LWDA for PAGA Penalties, which represents the seventy-five percent (75%)
10 share of the \$10,000 portion of the Settlement Sum allocated to PAGA and
11 payable to the LWDA pursuant to *Labor Code* section 2698, *et seq.*

12 (e) Payments to Settlement Class Members and PAGA Settlement Employees:
13 Payment to Settlement Class Members and PAGA Settlement Employees will
14 be made in conformity with Paragraphs 1.11 and 2.1.3, and each of the
15 payments to Settlement Class Members and PAGA Settlement Employees
16 will be inclusive of interest and penalties, including PAGA and wage
17 statement penalties, and will be allocated as follows: 100% of each PAGA
18 Settlement Employee's share of the PAGA Penalties will be allocated as
19 penalties; the payments to Settlement Class Members for the class claims will
20 be allocated 20% to wages and 80% to interest and penalties. The wage
21 portion of all settlement payments shall be subject to Employment and Payroll
22 Taxes and shall be reported on IRS Form W-4. The non-wage portion will
23 not be subject to any Employment and Payroll Taxes and shall be reported on
24 IRS Form 1099. Settlement Class Members will have one hundred and eighty
25 (180) calendar days to negotiate their respective settlement payments under
26 this Agreement. Any checks not negotiated within the one hundred and eighty
27 (180) calendar days shall go to the Controller of the State of California to be
28 held pursuant to the Unclaimed Property Law, California Civil Code § 1500

1 et. seq. as set forth in Paragraph 2.1.5.

2 2.1.3. The Settlement Administrator shall compute the Individual Settlement
3 Amount for the Settlement Class Members and PAGA Settlement Employee as follows:

4 (a) The payment of the Individual Settlement Amounts will be calculated by
5 using the formula set forth in Paragraphs 1.11 and 2.1.2(e).

6 (b) The Settling Parties agree that the above-described formula and distribution
7 methods are reasonable and fair in light of the Settling Parties' investigation
8 of the claims of the Class, and the relative degree of uncertainty, risk of
9 outcome of further litigation, and difficulties and delays inherent in such
10 litigation of these claims.

11 2.1.4. Defendants, through the Settlement Administrator, will report each
12 payment made on the Settlement Sum to government authorities including the Internal Revenue
13 Service as required by law.

14 2.1.5. Within sixty (60) calendar days after the last day for Settlement Class
15 Members to negotiate their respective settlement payments, any amounts allocated to Settlement
16 Class Members and PAGA Settlement Employees that were not negotiated shall go to the
17 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
18 California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members and
19 PAGA Settlement Employees who did not cash their checks until such time that they claim their
20 property. The Parties agree that this disposition results in no "unpaid residue" within the
21 meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Sum
22 and the PAGA Penalties amount allocated to employees will be paid out to the Settlement Class
23 Members and PAGA Settlement Employees, whether or not they all cash their Individual
24 Settlement Amount checks.

25 2.1.6 Other than the withholding of employee's share of taxes with respect to
26 the wage portion of settlement payments, the Class Representative and the Class are solely
27 responsible for the reporting and payment of the employee's share of any federal, state, and/or
28 local income or other tax or any other withholdings due with respect to any other funds received

as a part of this settlement, if any. The Class Representative agrees to defend, indemnify and hold Defendants harmless for and against any damage or tax penalty Defendants incur as a result of the failure by the Class Representative to pay all taxes due by her receipt of payments pursuant to this Stipulation. Class Counsel agrees to defend, indemnify and hold Defendants harmless for and against any damage or tax penalty Defendants incur as a result of the failure by Class Counsel to pay all taxes due as a result of Class Counsel's receipt of payments pursuant to this Stipulation.

2.1.7 The Settlement amounts paid to the Class Representative and the Settlement Class shall be deemed not to have any effect on the eligibility for, or calculation of, any employee benefits (e.g., bonus, vacations, holiday pay, 401(k) or matching benefits, retirement plans, etc.), if any.

C. Procedure for Approval and Implementation of Settlement.

3.1 Preliminary Approval.

3.1.1. The Class Representative, through her counsel of record, shall file this Stipulation with the Court and will apply for an unopposed Preliminary Approval Order approving of this Stipulation pursuant to California Rule of Court 3.769(c). By this Stipulation, the Class Representative requests that the Court enter an Order Granting Preliminary Approval of Settlement and Setting a Fairness Hearing, thereby approving the distribution of the Class Notice and scheduling the Settlement Fairness Hearing (pursuant to California Rule of Court 3.769(e)) for purposes of determining the good faith of the settlement, granting final approval of the settlement, granting final approval of this Stipulation, and obtaining entry of Judgment. By this same application, the Class Representative, through Class Counsel, shall, pursuant to California Rule of Court 3.769(b), advise the Court of the agreements set forth in this Stipulation regarding the amount of Class Counsel's attorneys' fees and costs and the Class Representative's service award sought.

3.1.2. Prior to the Court granting preliminary approval, Plaintiff Jamie Baca agrees to not discuss or mention the terms of this Stipulation other than with accountants or lawyers as necessary for tax purposes in connection with payments provided for by the Stipulation.

1 3.1.3. Failure of the Court to enter the Preliminary Approval Order in its
2 entirety will be grounds for Defendants to terminate the settlement and the terms of this
3 Stipulation pursuant to Paragraph 3.6; however, pursuant to Paragraph 3.6, the Settling Parties
4 are to take all reasonable steps to cure any deficiencies so as to avoid any termination of the
5 settlement.

6 3.2 *Notice to Class Members.*

7 3.2.1. If, by entering the Preliminary Approval Order, the Court provides
8 authorization to send the Class Notices, the Settlement Administrator will undertake the
9 mailing of the Class Notice to all Class Members, no later than Twenty-One (21) calendar days
10 after the Preliminary Approval Date. The Class Notices shall be mailed via first class mail
11 through the United States Postal Service, postage pre-paid. The envelope containing the Class
12 Notice shall bear the following phrase in bold type, ¼ inch below the return address or ¼ inch
13 above the addressee's address: RETURN SERVICE REQUESTED. The envelope shall also
14 bear the following phrase in the bottom left hand corner: IMPORTANT – AMAZING
15 VENTURES INC and HAMIDA CHANDRANI CLASS ACTION SETTLEMENT
16 INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing enclosing the Class Notice
17 will not contain any other materials. The Class Notice and its envelope or covering shall be
18 marked to denote the return address of the Settlement Administrator.

19 3.2.2. Defendants shall prepare a list, in an electronically usable format, for the
20 Settlement Administrator containing for each Class Member, to the extent Defendants have
21 such information, the following: the first, last, and middle name; Last Known Address; last
22 known phone numbers; social security numbers; class member workweeks during the Class
23 Period and PAGA Period; and any other information required to effectuate the Settlement. By
24 approving this settlement, the Court will be deemed to have authorized Defendants to provide
25 the Settlement Administrator with this information, including the social security numbers of
26 the Class Members. Defendants shall provide this list to the Settlement Administrator within
27 seven (7) calendar days of the Preliminary Approval Date. The list, and any other data
28 provided by Defendants to the Settlement Administrator shall be treated as confidential and not

1 subject to disclosure by the Settlement Administrator, except as necessary to address disputed
2 workweeks, to respond to a specific inquiry from a Class Member, to any third party as
3 required by the Court, and/or as otherwise necessary for the Settlement Administrator to
4 perform their obligations described in this Stipulation. Further, the Settlement Administrator
5 shall use commercially reasonable efforts to secure the data provided by Defendants at all
6 times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as
7 permitted by this Stipulation, and shall destroy the data (and all copies of it) in a complete and
8 secure manner when such data is no longer required for purposes of this Stipulation. At no
9 time during the settlement process will any Class Member's name, address, telephone number
10 or social security number be filed with the Court, except to the extent required in relation to
11 any objection that are filed by Class Members or to inform the Court of those individuals who
12 are members of the Non Settlement Class and thus not bound by the settlement. The
13 Settlement Administrator shall ensure that the notices and any other communications to Class
14 Members shall not include the Class Members' social security number, except for the last four
15 digits.

16 3.2.3. For the Class Representative, the Settlement Administrator shall mail the
17 Class Notice to the Class Representative in care of Class Counsel at Class Counsel's address.

18 3.2.4. Prior to mailing the Class Notice, the Settlement Administrator shall
19 undertake a NCOA check to ascertain the accuracy of the Last Known Address of the Class
20 Member. To the extent this process yields an Updated Address, the Updated Address shall
21 replace the Last Known Address and be treated as the new Last Known Address for purposes
22 of this Stipulation, for Class Notice mailing and mailing of settlement checks.

23 3.2.5. If a Class Member is known to be deceased, the Class Notice for that
24 deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
25 applicable) of the legal representative of the deceased Class Member's estate, to the extent
26 known.

27 3.2.6. Unless the Settlement Administrator receives a Class Notice returned
28 from the United States Postal Service for reasons discussed below in this paragraph, that Class

1 Notice shall be deemed mailed and received by the Class Member to whom it was sent five (5)
2 calendar days after mailing. In the event that subsequent to the first mailing of a Class Notice
3 and prior to the Opt Out Deadline, that Class Notice is returned to the Settlement Administrator
4 by the United States Postal Service as undeliverable, the Settlement Administrator shall
5 undertake an Experian Skip Tracing with respect to the Class Member to attempt to ascertain the
6 current address of the particular Class Member in question and, if such an address is ascertained,
7 the Settlement Administrator will re-send the Class Notice to the newly-found address within
8 three (3) business days of receipt of the returned Class Notice. In either event, the Class Notice
9 shall be deemed received once it is mailed for the second time. In the event that subsequent to
10 the first mailing of a Class Notice and on or after the Opt Out Deadline, a Class Notice is returned
11 to the Settlement Administrator by the United States Postal Service as undeliverable, the
12 Settlement Administrator shall be required to take no further action with that Class Notice and it
13 shall be deemed to have been delivered. In the event that subsequent to the first mailing of a
14 Class Notice and prior to the Opt Out Deadline that Notice is returned to the Settlement
15 Administrator by the United States Postal Service with a forwarding address for the recipient,
16 the Settlement Administrator shall re-mail the notice to that address within three (3) business
17 days of receipt of the returned Class Notice, the Class Notice will be deemed mailed and received
18 at that point, and the forwarding address shall be deemed the Updated Address for that Class
19 Member. In any event, if the Settlement Administrator does not receive notice from the United
20 States Postal Service that a particular Class Notice to a Class Member is undeliverable, or should
21 be sent to a forwarding address, at least ten (10) calendar days prior to the deadline for the
22 Settlement Administrator to provide the Declaration of Compliance pursuant to Paragraph 3.2.7
23 below, the notice procedures in this paragraph will be deemed to have been complied with as to
24 that Class Member and no further action need be taken by the Settlement Administrator with
25 regard to providing the Class Notice to that Class Member. In the event the Settlement
26 Administrator must re-mail any Class Notice pursuant to the provisions of this Paragraph due to
27 being returned, the Opt Out and Objection Deadlines shall be the later of fifteen (15) calendar
28 days from the date of the re-mailing of the Class Notice, or forty-five (45) days from the date of

1 the initial mailing. The Settlement Administrator shall include a cover letter with any re-mailing
2 informing the Class Member of the re-mailing of the Class Notice and, in the event of an
3 extended response deadline, that he or she has fifteen (15) calendar days from the date of the re-
4 mailing (which shall be the date the re-mailing of the Class Notice is postmarked) to postmark
5 any response allowed by the Stipulation and Class Notice, even if postmarked after the original
6 Opt Out and Objection Deadlines. Compliance with the procedures described in this paragraph
7 shall constitute due and sufficient notice to Class Members of this proposed settlement and of
8 the Settlement Hearing, and shall satisfy the requirements of due process. Nothing else shall be
9 required of or done by the Settling Parties, Class Counsel, counsel for Defendant, or the
10 Settlement Administrator to provide notice of the proposed settlement and the Settlement
11 Hearing.

12 3.2.7. No later than fourteen (14) calendar days after the Opt Out Deadline, the
13 Settlement Administrator shall provide Class Counsel and counsel for Defendant with a
14 declaration attesting to completion of the notice process, including any attempts to obtain
15 Updated Addresses for, and the re-sending of, any returned Class Notices, including the steps
16 set forth in Paragraphs 3.2.1 - 3.2.6 (“Declaration of Compliance”), which shall be filed with the
17 Court by Class Counsel.

18 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

19 3.3.1. Participation at Class Members’ Own Expense: Pursuant to California
20 Rule of Court 3.766(d)(5), Class Members have the option to enter an appearance in the
21 Litigation at their own expense by obtaining their own attorney(s). Class Members who choose
22 this option will be responsible for any attorneys’ fees or costs incurred as a result of this election.
23 The Class Notice will advise Class Members of this option.

24 3.3.2. Objections to Settlement: Class Members who do not opt-out may also
25 object to the settlement by submitting by mail a written objection to the Settlement Administrator
26 no later than the Objection Deadline. The written objection must be signed and dated, and
27 additionally state the Class Member’s name, dates of employment as an employee of Defendant,
28 the case name and number (*Jamie Baca v Amazing Ventures, Inc., et al.*, Los Angeles County

1 Superior Court, Case No. 20STCV43203), and the basis for the objection. A Class Member who
2 objects to the settlement will still be considered a Member of the Settlement Class. If any
3 objecting Class Member wishes to speak at the Settlement Hearing, that Class Member's written
4 objection should include a request to speak at the Settlement Hearing. The Settling Parties will
5 request that the Court determine whether Class Members who submit timely objections will be
6 permitted to speak. The Class Notice will advise Class Members of this option. The Settlement
7 Administrator shall provide a copy of any objections that it receives to the Court, Class Counsel,
8 and counsel for Defendant. If any objecting Class Member wishes to speak at the Settlement
9 Hearing, he or she may do so. A written objection or notice of intent to appear is not required
10 should a Class Member wish to orally object.

11 3.3.3. Opting Out of Settlement: Class Members may elect to Opt Out of the
12 settlement and, thus, exclude themselves from the Settlement Class. Class Members who wish
13 to exercise this option must send to the Settlement Administrator a signed and completed Opt
14 Out request in writing, which clearly states that the Class Member wishes to be excluded from
15 the Settlement of *Jamie Baca v Amazing Ventures, Inc., et al.*, Los Angeles County Superior
16 Court, Case No. 20STCV43203, and which must be postmarked on or before the Opt Out
17 Deadline. If a proper Opt Out request is not received by the Settlement Administrator from a
18 Class Member on or before the Opt Out Deadline, then that Class Member will be deemed to
19 have forever waived his or her right to Opt Out of the Settlement Class. The Class Notice will
20 advise Class Members of the option to Opt Out of the settlement and will contain instructions on
21 how to do so. Class Members who do not properly request exclusion from the class action
22 settlement by submitting valid and timely Opt Out requests shall be deemed Members of the
23 Settlement Class. Class Members who do properly request exclusion from the class action
24 settlement by submitting a valid and timely Opt Out request shall not be bound by the terms of
25 the settlement (other than as it applies to the PAGA claim with respect to the PAGA Settlement
26 Employees), shall not be allowed to object to this settlement, and shall not be entitled to any
27 benefits as a result of this settlement (except for PAGA Settlement Employees who retain a right
28 to receive a *pro rata* share of the portion of the PAGA Penalties allocated to the PAGA

1 Settlement Employees). If the Court approves the compromise of the PAGA claim, all PAGA
2 Settlement Employees are bound by the Court's resolution of that claim. Class Members who
3 are also PAGA Settlement Employees submitting a valid and timely Opt Out request will
4 nevertheless receive their *pro rata* share of the 25% of the PAGA Penalties allocated to the
5 PAGA Settlement Employees.

6 3.3.4. Class Members who do not Opt Out of the Settlement Class pursuant to
7 Paragraph 3.3.3 shall be deemed Members of the Settlement Class and shall be bound by the
8 Judgment.

9 3.3.5. In the event that any Class Member timely submits an Opt Out request,
10 but it is deficient, as soon as possible but not later than five (5) business days of the Settlement
11 Administrator's receipt of such Opt Out request, the Settlement Administrator shall send by first
12 class, postage pre-paid, via USPS mail a notice to such Class Member informing him or her of
13 the deficiency and that he or she has ten (10) calendar days from the date of the notice (which
14 shall be the date the notice is mailed) to cure the deficiency and postmark and mail the Opt Out
15 request, even if postmarked after the Opt Out Deadline. The Settlement Administrator shall also
16 copy counsel for Defendant with any such notices of deficiency.

17 3.3.6. The Settling Parties agree that the Opt Out and Objection Deadlines shall
18 not be extended, and no untimely submissions will be honored, under any circumstances, unless
19 mutually agreed to by the Settling Parties and/or except to the extent permitted under Paragraphs
20 3.3.5 and 3.2.6. Notwithstanding the forgoing, the Court may order that a Class Member will be
21 allowed to extend the Opt Out and Objection Deadlines for himself or herself upon a showing of
22 legal incapacity or incarceration during the notice period.

23 3.4 *Post Settlement Administration Period Events and Settlement Fairness Hearing.*

24 3.4.1. Within thirty (30) calendar days after the Opt Out Deadline, the
25 Settlement Administrator shall calculate the final Individual Settlement Amount to be paid to
26 each Settlement Class Member and prepare a final statement of settlement sum for each
27 Settlement Class Member.

28 3.4.2. On the date set forth in the Preliminary Approval Order and Class Notice,

1 a Settlement Hearing shall be held before the Court in order to: (1) review this Stipulation and
2 whether the Court should give it final approval; (2) consider any objections made timely (i.e., by
3 the Objection Deadline); (3) consider Class Counsel's application for an award of attorneys'
4 fees, reimbursements for costs and expenses, and the Class Representative service award. At the
5 Settlement Hearing, the Class Representative shall request the Court to give final approval to
6 this Stipulation and shall submit to the Court a proposed Final Approval Order and Judgment to
7 be entered in the Litigation. The Settling Parties shall take all reasonable efforts to secure entry
8 of the Final Approval Order and Judgment. If the Court rejects the Stipulation, fails to enter the
9 Final Approval Order and Judgment, this Stipulation shall be void, and Defendant shall have no
10 obligation to make any payments under the Stipulation; however, the Settling Parties and their
11 counsel agree to take all reasonable efforts to fix any deficiencies the Court cites for its non-
12 approval as set forth in Paragraph 3.6.

13 3.5 *Releases.*

14 3.5.1. Upon the Effective Date and full funding of the gross Settlement Sum, the
15 Class Representative and each of the Settlement Class Members shall be deemed to have, and
16 by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
17 discharged the Released Parties of all Released Claims applicable to each of them. As to any
18 Settlement Class Member who cashes the check representing their Individual Settlement
19 Amount, the signing and negotiation of that check shall serve as the Settlement Class Member's
20 consent to join the action for purposes of releasing claims arising under the FLSA that are related
21 to the claims stated in the Litigation, implicitly or explicitly, and, for such persons, "Released
22 Claims" shall include all related claims arising under the FLSA. All PAGA Settlement
23 Employees, whether electing to Opt Out from the Settlement or not, fully release and discharge
24 the Released Persons from any and all claims, causes of action, damages, expenses, benefits,
25 interest, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity,
26 or whatever kind or nature that were asserted or could have been asserted with respect to the
27 Private Attorneys General Act ("PAGA") claims asserted in the Litigation and in Plaintiffs'
28 LWDA Notice for the PAGA Period (the "PAGA Claims"). In addition, the state of California

1 shall fully release and forever discharge the Released Parties from the PAGA Claims as they
2 pertain to Plaintiff and PAGA Settlement Employees during the PAGA Period. Plaintiff shall
3 serve a notice of settlement on the California Labor and Workforce Development Agency at the
4 same time Plaintiff files the motion for preliminary approval (Cal. Labor Code § 2699(1)(2)).
5 Plaintiff shall serve any Judgment within 10 days after entry of same on the California Labor
6 and Workforce Development Agency (Cal. Labor Code § 2699(1)(3)).

7 3.5.2. In addition, Plaintiff Jamie Baca, on behalf of herself, and her heirs,
8 successors, assigns, attorneys and agents, hereby release and forever discharge the Released
9 Parties from any and all claims, demands, debts, duties, rights, obligations, agreements,
10 promises, liabilities, tort claims, statutory claims, contract claims, wage claims, damages,
11 accounts, payments, liens, acts, costs, expenses, sums of money, suits, dues, charges, grievances,
12 complaints, controversies, penalties, compensatory damages, liquidated damages, actions and/or
13 causes of action, both in law and in equity, of any kind or nature whatsoever, whether known or
14 unknown, matured or unmatured, suspected or unsuspected, which she ever had, now has, or
15 may have in the future with regard to the Litigation, Title VII of the Civil Rights Act of 1964,
16 the Fair Labor Standards Act, the Equal Pay Act of 1963, the Americans With Disabilities Act,
17 the Civil Rights Act of 1866, the Family and Medical Leave Act, the California Fair Employment
18 and Housing Act, and the California Family Rights Act, or any other federal, state or local law
19 or regulation that may be released by private agreement. This provision is intended by the
20 Settling Parties to be all encompassing and to act as a final, full and total release of any claim,
21 whether specifically enumerated herein or not, that exists or ever has existed on or before the
22 Effective Date with the sole exception of any claims that cannot be released pursuant to statute
23 or law.

24 3.5.3. Jamie Baca, individually, acknowledges that she is knowingly and
25 voluntarily waiving and releasing any rights she may have under the Age Discrimination in
26 Employment Act (“ADEA”). Jamie Baca, individually, also acknowledges that the
27 consideration given for the waiver and release in this Stipulation is in addition to anything of
28 value to which she was already entitled. Jamie Baca, individually, further acknowledges that

1 she has been advised in writing, as required by the Older Workers' Benefit Protection Act, that:
2 (a) the waiver and release do not apply to any rights or claims that may arise after the Effective
3 Date; (b) she should consult with an attorney prior to executing this Stipulation; (c) she has at
4 least forty-five (45) calendar days to consider this Stipulation (although they may execute this
5 Stipulation earlier); (d) she has seven (7) calendar days following the execution of this
6 Stipulation to revoke the Stipulation; and (e) this Stipulation shall not be effective until the date
7 upon which the revocation period has expired. Jamie Baca, individually, may revoke the release,
8 by way of this Stipulation, of any rights she may have under ADEA by giving formal written
9 notice of revocation to: Marie Davis and Evelyn Zarraga at LANDEGGER VERANO & DAVIS,
10 ALC, 1570 Ventura Blvd., Suite 1200, Encino, California 91436 to be received by the close of
11 business on the seventh day following Jamie Baca's individual execution of this Stipulation.

12 3.5.4. Further, Jamie Baca, on behalf of herself individually, and each of them,
13 hereby agree that all rights under section 1542 of the California Civil Code are hereby waived.
14 Section 1542 has been explained to Jamie Baca by her respective counsel and provides as
15 follows:

16 **A general release does not extend to claims which the creditor**
17 **does not know or suspect to exist in his or her favor at the time**
18 **of executing the release, which if known by him or her must**
19 **have materially affected his or her settlement with the debtor.**

20 3.6 *Termination of Settlement; Reasonable Steps to Cure.*

21 In the event that the settlement set forth in this Stipulation is not be approved in its
22 entirety by the Court, or in the event that the Effective Date does not occur, Defendants shall
23 have the option to void the settlement, and in such case, no payments shall be made by
24 Defendants to anyone in accordance with the terms of this Stipulation, and this Stipulation shall
25 be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
26 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
27 the Court as reason for non-approval of any matter(s) filed with the Court for approval. In the
28 event that more than five percent (5%) of the Class Members Opt Out of the settlement by

1 submitting Opt Outs by the Opt Out Deadline, Defendant shall have the right to terminate and
2 void this settlement and Stipulation; however, Defendant must notify Class Counsel of its
3 intention to nullify the settlement and Stipulation within thirty (30) calendar days after the
4 expiration of the Opt Out Deadline. In the event Defendant terminates this settlement and
5 Stipulation, Defendant and Class Representative shall bear the Settlement Administration costs
6 incurred as of then.

7 3.7 *Miscellaneous Provisions.*

8 3.7.1. No Person shall have any claim against the Class Representative, Class
9 Counsel, the Settlement Administrator, or any of the Released Parties based on the payments
10 made or other actions taken substantially in accordance with this Stipulation and the settlement
11 contained herein or further orders of the Court.

12 3.7.2. This settlement shall result in the release by Settlement Class Members of
13 Released Claims, and with respect to the PAGA Settlement Employees, the Released Claims
14 shall include those claims arising under PAGA. The Settling Parties and their counsel agree
15 that Defendant's payment of \$7,500 to the LWDA for its share of the PAGA Penalties (75%)
16 pursuant to PAGA is appropriate and proper consideration in the overall context of this
17 Stipulation.

18 In the event that the Stipulation is not approved by the Court, after all reasonable steps
19 to cure have been exhausted, or the settlement set forth in the Stipulation is terminated, cancelled,
20 declared void, or fails to become effective in accordance with its terms, or if the Judgment does
21 not become a Final Judgment, or to the extent cancellation is otherwise provided for in this
22 Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had
23 been entered. In such event, the terms and provisions of the Stipulation shall have no further
24 force and effect with respect to the Settling Parties and shall not be used in this Litigation or in
25 any other proceeding for any purpose, and any Judgment or order entered by the Court in
26 accordance with the terms of the Stipulation shall be treated as vacated. Notwithstanding any
27 other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
28 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification

1 of any order of the Court concerning the amount of any attorneys' fees to be paid by Defendant
2 to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or
3 termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is
4 agreed that no order of the Court, including any order concerning attorneys' fees, may alter or
5 otherwise increase the Settlement Sum.

6 3.7.3. The Class Representative and Class Counsel acknowledge and agree that
7 (1) no provision of this Stipulation, and no written communication or disclosure between and
8 among the Settling Parties or their attorneys and other advisors, is or was intended to be, nor
9 shall any such communications or disclosure constitute or be construed as, or relied upon as, tax
10 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
11 as amended); and (2) the Class Representative and Class Counsel have relied exclusively upon
12 his, its or their own independent legal and tax counsel for advise in connection with this
13 Stipulation and has not entered into this Stipulation based on the recommendation of any other
14 party or any attorney or advisor to another attorney and furthermore is not entitled to rely upon
15 any communication or disclosure from Defendant to avoid tax penalty that may be imposed.

16 3.7.4. The Settling Parties (a) acknowledge that it is their intent to consummate
17 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of
18 the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions
19 of the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation;
20 and (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
21 Stipulation and final approval should the Court not grant approval upon the first presentation.

22 3.7.5. Unless otherwise ordered by the Court, in the event the Stipulation shall
23 be terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
24 within ten (10) business days after written notification of such event, Defendants and Class
25 Counsel shall notify each other of this event in writing.

26 3.7.6. The Stipulation compromises claims which were contested and the subject
27 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as
28 to the merits of any claim or defense. The Settling Parties agree that the amounts paid in

1 settlement of the Litigation and the other terms of the settlement were negotiated at arms-length
2 and in good faith with sufficient information by the Settling Parties and reflect a settlement that
3 was reached voluntarily after consultation with competent legal counsel. This Stipulation and
4 compliance with this Stipulation shall not be construed as an admission, concession, or indication
5 by Settling Parties with respect to fault or liability whatsoever for the claims asserted in the
6 Litigation, or as an admission by Settling Parties that the Litigation is or is not appropriate for
7 class certification other than for purposes of class settlement as described within this Stipulation.

8 3.7.7. All of the exhibits to the Stipulation are material and integral parts hereof
9 and are fully incorporated herein by this reference.

10 3.7.8. The Stipulation may be amended or modified only by a written instrument
11 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12 3.7.9. The Stipulation constitutes the entire agreement among the Settling
13 Parties hereto and no representations, warranties, or inducements have been made to any party
14 concerning the Stipulation or its exhibits other than the representations, warranties, and
15 covenants contained and memorialized in such documents. Except as otherwise provided herein,
16 each party shall bear its own costs.

17 3.7.10. Class Counsel, on behalf of the Settlement Class, to the extent authorized
18 and ordered by the Court, shall take all appropriate action required or permitted to be taken by
19 the Settlement Class pursuant to the Stipulation to effect its terms and shall also enter into any
20 modifications or amendments to the Stipulation on behalf of the Settlement Class which they
21 deem appropriate.

22 3.7.11. Each counsel or other Person executing the Stipulation or any of its
23 exhibits on behalf of any Settling Parties hereby warrants that such Person has full and express
24 authority to do so.

25 3.7.12. The Stipulation may be executed in one or more counterparts. All
26 executed counterparts and each of them shall be deemed to be one and the same instrument. A
27 complete set of executed counterparts shall be filed with the Court. A facsimile signature,
28 emailed signature or electronic signature shall be treated as an original signature for all purposes.

1 3.7.13. The Stipulation shall be binding upon, and inure to the benefit of, the
2 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
3 not create any third party beneficiaries unless otherwise specifically provided herein.

4 3.7.14. The Court shall retain jurisdiction with respect to implementation and
5 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of
6 the Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.
7 The parties further stipulate and agree that the Court will retain jurisdiction to enforce the terms
8 of this Agreement following the entry of the Judgment pursuant to California *Code of Civil*
9 *Procedure* section 664.6.

10 3.7.15. The Stipulation and the exhibits hereto shall be considered to have been
11 negotiated, executed, and delivered, and to have been wholly performed, in the State of
12 California, and the rights and obligations of the parties to the Stipulation shall be construed and
13 enforced in accordance with, and governed by, the internal, substantive laws of the State of
14 California without regard to principles of conflicts of law.

15 3.7.16. The language of all parts of this Stipulation shall in all cases be construed
16 as a whole, according to its fair meaning, and not strictly for or against either party. No party
17 shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
18 Stipulation are contractual and are the product of negotiations between the parties and their
19 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
20 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
21 construed against any party and the canon of contract interpretation set forth in California *Civil*
22 *Code* section 1654 shall not be applied.

23 3.7.17. Should any deadlines set forth in the Stipulation require any action to be
24 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
25 unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
26 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
27 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
28 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

3.7.18. The Class Representative agrees not to disparage Defendants, their officers, directors and/or any of their related and/or affiliated entities.

3.7.19. The Class Representative represents and acknowledges that she has not assigned her right in this action to any other Person or entity.

3.7.20. The Class Representative represents that she has not filed or participated in any other charge or complaint, except the Litigation.

THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY
AND ON BEHALF OF THE PROPOSED CLASS:

_____ Dated: _____
JAMIE BACA

THIS STIPULATION HAS BEEN READ AND AGREED TO ON BEHALF OF AMAZING VENTURES INC, a California corporation; HAMIDA CHANDRANI, an individual:

Handwritten Signature
AMAZING VENTURES INC

Dated: 7/21/22

Hanida
HAMIDA CHANDRANI

Dated: 7/21/22

APPROVED AS TO FORM

3.7.18. The Class Representative agrees not to disparage Defendants, their officers, directors and/or any of their related and/or affiliated entities.

3.7.19. The Class Representative represents and acknowledges that she has not assigned her right in this action to any other Person or entity.

3.7.20. The Class Representative represents that she has not filed or participated in any other charge or complaint, except the Litigation.

THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY
AND ON BEHALF OF THE PROPOSED CLASS:

DocuSigned by:
Jamie Baca
77EA4B4E4CA14BE...

Dated: 7/25/2022

JAMIE BACA

THIS STIPULATION HAS BEEN READ AND AGREED TO ON BEHALF OF
AMAZING VENTURES INC, a California corporation; HAMIDA CHANDRANI, an
individual:

Dated: _____

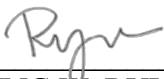
AMAZING VENTURES INC

Dated: _____

HAMIDA CHANDRANI

APPROVED AS TO FORM

1 **LOYR, APC**

2 
3 _____
4 YOUNG W. RYU
Attorney for Plaintiff

Dated: 7-25-2022

5 **LANDEGGER VERANO & DAVIS, ALC**

6 
7 _____
8 EVELYN ZARRAGA
9 Attorney for Defendants

Dated: 7/25/2022

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jamie Baca v. Amazing Ventures, Inc., et al.
Superior Court, County of Los Angeles
Case No. 21STCV02328

To: all individuals who have been, or currently are, employed by Defendants Amazing Ventures Inc, and Hamida Chandrani, an individual in California as non-exempt employees from July 1, 2018 through November 30, 2021.

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

You are receiving this notice because Defendants' records indicate that you may be entitled to participate in this class action settlement.

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

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California in and for the County of Los Angeles (the "Court") has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit regarding wage and hour claims of all individuals who have been, or currently are, employed by Defendants Amazing Ventures Inc, and Hamida Chandrani ("Defendants") as non-exempt employees in California from July 1, 2018 through November 30, 2021. ("Class Period")

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Defendants' records show that you worked for Defendants as a non-exempt employee in California, at some time from July 1, 2018 through November 30, 2021. Therefore, you are a "Class Member" in this Lawsuit.

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

II. WHAT THE CASE IS ABOUT:

A former employee of Defendants made a claim against Defendants alleging that certain of Defendants' wage and hour practices violated California law.

The claims affect any and all non-exempt employees who worked for Defendants Amazing Ventures Inc, and Hamida Chandrani in California from July 1, 2018 through November 30, 2021. On behalf of herself and on behalf of other employees of Defendants, Jamie Baca ("Class Representative" or "Plaintiff") claims that Defendants failed to comply with California wage and hour laws including, but not limited to:

(1) Failure To Compensate All Hours Worked In Violation Of Industrial Welfare Commission Order No. 4 And Cal. Labor Code §§200, 226, 500, 510, 1194, 1197, And 1198; (2) Failure To Pay Penalties For Missed Meal And Rest Breaks In Violation Of Cal. Labor Code §§ 200, 226.7, 512, 1198 And 12 California Code Of Regulations §11050; (3) Failure To Pay Minimum Wages In Violation Of Labor Code §§1182.12, 1194, 1194.2, 1197; (4) Failure To Pay Overtime And Double-Time Compensation In Violation Of Cal. Labor Code § 1194, *et seq.*; (5) Failure To Reimburse Business Expenses In Violation Of Cal. Labor Code § 2802; (6) Failure To Provide Furnish Accurate, Itemized Wage Statements In Violation Of Cal. Labor Code § 226; (7) Failure To Pay Compensation Upon Termination Of Employment In Violation Of Cal. Labor Code § 201-203; (8) Violation Of Labor Code §§ 2698, *et seq.* ("PAGA"); and (9) Violations Of Cal. B&P Code §§ 17200 *et seq.* seeking, *inter alia*, damages, penalties, attorneys' fees, interest, for alleged wage and hour violations including, but not limited to, wage and hour violations, failure to provide meal and rest breaks, and failure to pay premium pay, failure to furnish accurate, itemized wage statements, failure to timely pay wages upon discharge or quit, and violation of the following California Labor Code Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2699, 2802, California Business & Professions Code § 17200, violation of California Code of Regulations, Title 4, section 11040, violation of the California Industrial Wage Orders.

Defendants adamantly deny each, every, and all of the allegations of the lawsuit, and maintain that they complied with all California wage and hour laws, such that Plaintiff Jamie Baca cannot properly recover any damages including but not limited to civil penalties under California law. Although Defendants deny these allegations, they have chosen to resolve the matter based upon the terms and conditions set forth in the Amended Joint Stipulation and Settlement Agreement ("Settlement Agreement" or "Settlement"). The Court will determine whether or not to grant final approval of this Settlement. The Settlement provides for the certification, for settlement purposes only, of any and all non-exempt employees who worked for Defendant Amazing Ventures Inc, and Hamida Chandrani in California from July 1, 2018 through November 30, 2021.

The terms of the Settlement are set forth more fully in the next section, but generally Defendants have agreed to pay up to \$100,000 to resolve the lawsuit, should the Court grant final approval to the proposed Settlement.

III. THE SETTLEMENT OF THE CLAIMS:

On October 5, 2021, the parties participated in a full-day mediation in Los Angeles before the highly experienced employment law mediator, Jeffrey Krivis. The parties were able to resolve the matter at mediation and agree to a settlement.

Plaintiff Jamie Baca, the Class Representative and Class Counsel believe the Settlement is in the best interest of the Class.

Through this Settlement, neither Defendants nor any of their employees have admitted any liability or wrongdoing and, in fact Defendants expressly deny any wrongdoing. The Court did not decide in favor of Plaintiff or Defendants. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Amended Settlement Agreement, embodied in the document entitled **AMENDED JOINT STIPULATION OF CLASS ACTION**

SETTLEMENT AGREEMENT AND RELEASE as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk located at 312 N. Spring Street, Los Angeles, California 90012.

IV. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

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

all individuals who have been, or currently are, employed by Defendants in California as "non-exempt employees" during the Class Period. Excluded from the Class are employees who work only administrative and managerial functions as exempt employees. The "Class Period" means the following: July 1, 2018 up to and including November 30, 2021.

Without admitting liability, Defendants have agreed to pay \$100,000 for Settlement of the claims in this matter (the "Maximum Settlement Amount"). Class Members who do not opt out of the Class pursuant to the procedures set forth in this Notice ("Settlement Class Members") will be bound by the Settlement and will release Defendants and all Released Parties (defined below) for the Class Action Released Claims (defined below) (see below for more information).

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

The following payments will be sought, subject to final approval by the Court, from the Maximum Settlement Amount of \$100,000:

- (1) Payment in the amount of \$5,000 to the Class Representative, Jamie Baca, in addition to the sum that she will receive as a Settlement Class Member, to compensate her for acting on behalf of the Class, including the time she expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims and being involved with the settlement negotiations), and Plaintiff's general release of claims against the Released Parties;
- (2) Payment in an amount of up to \$33,333.33 to Class Counsel as attorneys' fees, to compensate them for their services
- (3) Payment in an amount of up to \$15,000 to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel;
- (4) Payment in an amount of up to \$3,100.00 to the Settlement Administrator, Simpluris, Inc., for the fees and costs of administering this Settlement;
- (5) Payment in an amount of \$10,000 as penalties pursuant to California Labor Code section 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"), of which 75% (\$7,500) will be paid to the California Labor Workforce and Development, and 25% (\$2,500) will be distributed to Class Members who are PAGA Settlement Employees; and

The Net Settlement Sum that is available to pay Settlement Class Members will be the Gross Settlement Sum less the above mentioned requested payments which are subject to final approval by the Court. The Net Settlement Sum is estimated to be approximately \$33,566.67, and will be

automatically distributed to Class Members who do not opt out of this Settlement (i.e. Settlement Class Members), and these gross individual shares are known as the "Individual Settlement Amount." The Individual Settlement Amount for each Settlement Class Member shall be determined on a pro-rata basis based on the number of workweeks (in which the Class Member worked at least one (1) day) during the Class Period. Each Individual Settlement Amount shall be allocated as 20% as wages and 80% as penalties and interest. The wage portion of each Individual Settlement Amount is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution to Settlement Class Members.

V. WHAT IS YOUR EXPECTED SHARE:

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

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

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs and expenses, awards to class representative, administration expenses, and PAGA payment. Further, as discussed above, your gross Individual Settlement Amount will be allocated as 20% wages (reported on an IRS Form W-4), and 80% penalties (reported on an IRS Form 1099). The wage portion is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution.

In addition, \$2,500 of the PAGA penalties will be allocated as follows. Each Class Member who is a PAGA Settlement Employee, shall receive their pro-rata share of the \$2,500 of the PAGA penalties which will be calculated as follows: 1) a PAGA Total Value per workweek will be derived by dividing the \$2,500 allocated as PAGA Penalties to all PAGA Settlement Employees by the total number of weeks that all PAGA Settlement Employees worked during the PAGA Period and 2) each PAGA Settlement Employee will have their respective number of workweeks multiplied by the PAGA Total Value per workweek number to derive their respective share of the PAGA Penalties to be included in their respective Individual Settlement Amount. "A Class Member is a "PAGA Settlement Employee" if he/she worked for Defendants in California during the PAGA Period. ("PAGA Period" means the period from October 6, 2020 to November 30, 2021.) All PAGA Settlement Employees, whether electing to Opt Out from the Settlement or not, will receive their share of the PAGA penalties.

Settlement checks will be valid for 180 days, and all funds remaining from uncashed checks after 180 days shall be handled pursuant to California Code of Civil Procedure section 384. Uncashed checks shall be submitted to the Controller of the State of California.

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

You have received this Notice because Defendants' records indicate that you are a member of the conditionally certified Class. You have the following four options:

1. **IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval to the Settlement and Judgment becomes final, and you will release the Released Parties for the Released Claims (see next section for definition of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must NOT "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.** Pursuant to California Rule of Court 3.766(d)(5), Class Members have the option to enter an appearance in the Litigation at their own expense by obtaining their own attorney(s). Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election.
2. **YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT INCLUDING: (1) RECEIVING THE ASSOCIATED INDIVIDUAL SETTLEMENT AMOUNT PAYMENT; AND (2) THE ASSOCIATED RELEASE OF CLAIMS AND STIPULATED JUDGMENT.** If you wish to exercise this option, you must mail to the Settlement Administrator an Opt Out request, in writing and signed, which clearly states that the Class Member wishes to be excluded from the Settlement of *Jamie Baca v. Amazing Ventures, Inc., et al*, Case No. 21STCV02328, to the following address: **XXXXXXX**, and is postmarked on or before the **[Opt Out Response Deadline]**. If a timely and complete Opt Out request is not received by the Settlement Administrator postmarked on or before the **[Opt Out Response Deadline]**, you will be deemed to have forever waived your right to opt out of the Settlement Class. Class Members who do not properly opt out of the Settlement shall be Members of the Settlement Class. Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount except for their share (if any) of the \$2,500 PAGA penalties. Class Members who are also PAGA Settlement Employees who properly and timely elect to Opt Out will nevertheless receive their *pro rata* share of the PAGA Penalties allocated to PAGA Settlement Employees. If the Court approves of the compromise of the PAGA claim, all PAGA Settlement Employees are bound by the Court's resolution of that claim.
3. **FINALLY, PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing written objections to the Claims Administrator, postmarked on or before **[insert Objection Deadline]**, to the following address: **XXXXXXXXXX**. The written objection must be signed and dated, state the Class Member's name, dates of employment as Defendant's employee, the case name and number (*Jamie Baca v. Amazing Ventures, Inc., et al*, Case No. 21STCV023281), that you wish to object to the Settlement, and the basis for the objection. If any Class Member wishes to orally object at the Settlement Hearing, that Class Member may do so by appearing at the Settlement Hearing. A written objection or notice of intent to appear is not required should you decide to orally object. Please see the court's

website for its latest COVID-19 courthouse protocols, such as, e.g., wearing face masks and social distancing: <https://www.lacourt.org/>.

If you take no action, you will remain a member of the Settlement Class. A Class Member who does not opt out of participation in the Settlement will be bound by the Judgment and be issued payment under the Settlement, with a copy of the final judgment. If you remain a member of the Settlement Class, you will be represented by the attorneys for Plaintiff, who has been designated by the Court as Class Counsel:

Young W. Ryu (State Bar No. 266372)
Sarah H. Cohen (State Bar No. 330700)
LOYR, APC
3130 Wilshire Blvd, Suite 209
Los Angeles, CA 90010
Telephone: (888) 365-8686

VII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement, Class Members who do not Opt Out of the Settlement, will be subject to the Judgment rendered by the Court pursuant to the Settlement Agreement and be precluded from bringing Released Claims in the future for the period from July 1, 2018 to November 30, 2021.

Specifically, after final approval by the Court, the Settlement will fully release and discharge all Class Action Released Claims (as defined below) of Settlement Class Members against Defendants and each of its respective past, present and future parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, partners, agents accountants, insurers, reinsurers, claims administrators, attorneys and any past, present or future owners, officers, directors and employees, predecessors, successors, or assigns thereof, ("Released Parties"). "Class Action Released Claims" shall mean any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description whether pled or could have been pled arising from or related to the claims asserted in the operative First Amended Complaint against Defendants, during the Class Period, based upon the following categories of allegations: failure to compensate for all hours worked; failure to pay penalties for missed meal and rest breaks; failure to pay minimum wages; failure to pay overtime wages; failure to reimburse business expenses; failure to furnish accurate, itemized wage statements; failure to pay compensation upon termination of employment; and violation of Cal. Business and Professions Code §§ 17200, et seq., including, violation of the following sections of the California Labor Code Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2699, 2802, California Business & Professions Code § 17200, violation of California Code of Regulations, Title 8, section 11040, violation of the California Industrial Wage Orders, and violation of California's unfair business practices and unfair competition laws, as well as any potential penalties, interest or attorneys' fees associated with these causes of action under California or federal law. In addition, subject to Court approval, Plaintiffs and the PAGA Settlement Employees will release the Released Parties from any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted

with respect to the Private Attorneys General Act (“PAGA”) claims asserted in operative First Amended Complaint and in Plaintiffs’ LWDA Notice for the PAGA Period. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Claims arising under the Fair Labor Standards Act (“FLSA”). The Class consists of all persons who have been, or currently are, employed as non-exempt employees for Amazing Ventures, Inc. and Hamida Chandrani in California at any time during the Class Period.

Upon the Effective Date and full funding of the gross Settlement Sum, the Class Representative Plaintiff and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties of all Class Action Released Claims applicable to each of them arising during the Class Period.

Plaintiff and all Class Members who were employed by Defendants in California as non-exempt employees during the PAGA Period, will not have the opportunity to opt out or object to the PAGA penalties amount or opt-out of the release of the PAGA Released claims, although the release of PAGA claims will be subject to Court approval. Such Class Members and the State of California will be forever barred from filing claims for penalties under PAGA.

VIII. THE NEXT STEP:

The Settlement Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at XXXXXX on XXXXXX at Department SSC6 of the Los Angeles County Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. **You are not required to attend the Settlement Hearing, although any Class Member is welcome to attend the hearing.**

IX. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012 during regular court hours.

You may contact Class Counsel for more information: Young W. Ryu or Sarah H. Cohen, LOYR, APC, 3130 Wilshire Blvd, Suite 209, Telephone: (213) 318-5323. You may also contact the Class Administrator, Simpluris, Inc. at ##### if you have any questions. **PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.**