

DANIEL AZIZI, ESQ., SBN 268995
LILIUOKALANI MARTIN, ESQ. SBN 292778
MICHAEL JUAREZ-MUNOZ, ESQ SBN 341142
DOWNTOWN L.A. LAW GROUP
910 S. Broadway
Los Angeles, California 90015
Phone: (213) 389-3765
Fax: (877) 389-2775
Email: Daniel@downtownlalaw.com
Email: Lili@downtownlalaw.com
Email: Michael@downtownlalaw.com

Attorney for Plaintiff,
DAVID GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

DAVID GONZALEZ, an individual, and on
behalf of similarly aggrieved employees

Plaintiff,

v.

SYSCO LOS ANGELES, INC., a Delaware
corporation; and DOES 1 through 20,
inclusive,

Defendants

Case No. 22STCV03775

Assigned to Hon. Judge Carolyn B. Kuhl,
Dept. 12, for all purposes.

**DECLARATION OF LILIOUKALANI
MARTIN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiff's Unopposed Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class Representative
(David Gonzalez); and [Proposed] Order filed
concurrently herewith]

I, Liliuokalani Martin, hereby declare as follows:

1. I am an attorney, duly licensed to practice law before this Court. All facts stated
herein are to the best of my own personal knowledge.

QUALIFICATIONS OF PROPOSED CLASS COUNSEL

2. The firm Downtown LA Law Group has experienced attorneys who exclusively deal

1 with employment matters, including FEHA, wage and hour, class action, and PAGA cases.
2 This firm and I have been able to regularly achieve outstanding results on behalf of the
3 clients we have the privilege to represent, and this case before the court is no different.

4 3. I, alongside my associates, do not have a conflict of interest with the class.
5 Therefore, we are qualified to serve as class counsel for the settlement class.

6 4. I graduated from the University of Hawaii at Manoa with a B.A in English in 2009.
7 I attended Thomas Jefferson School of Law and received my J.D. in 2013 and became a
8 member of the California State Bar in December 2013.

9 5. I have spent my entire career working with injured and aggrieved employees. Since
10 2015, my practice areas include employment litigation, with an emphasis on discrimination
11 and wrongful employment termination cases under the Fair Employment and Housing Act
12 (“FEHA”) and wage and hour actions, including PAGA representative and class actions.
13 Prior to 2015, I represented injured workers seeking workers’ compensation benefits. I am
14 a member of various bar associations, including the Consumer Attorneys Association of
15 Los Angeles (CAALA) and was a California Employment Lawyers Association (CELA),
16 and regularly attend conferences, seminars, and conventions offered by these associations.

17 6. Since being admitted to the State Bar of California in 2013, I have actively
18 participated in civil litigation since 2015, representing Plaintiffs in employment disputes for
19 the entirety of that time period. I have been responsible for handling hundreds of wage and
20 hour lawsuits from pre-filing investigation, intake review, pre-filing investigation, filing,
21 and research through trial and appeal.

22 7. Between approximately 2015 through 2017, I was an associate at a boutique law
23 firm that specialized in wage and hour lawsuits on behalf of plaintiffs. I would estimate that
24 approximately 10% of the matters were wage and hour lawsuits, including class actions.

25 8. From 2017 through 2021, I was employed as a handling attorney at a law firm and
26 strictly handled employment cases. Over the four years working there, I handled hundreds
27 of employment lawsuits. At least approximately 20% of the case load involved wage and
28 hour and PAGA claims, including: *Manuel Orellana, et al. v. California Transit, Inc., et al.*
case no. 18STCV05532 filed in County of Los Angeles Superior Court, *Mailen I. Gonzalez*
v. Belmont Village, et al., case no. 56-2018-00516640-CU-OE-VTA in Superior Court of
California, *Candelario Cruz v. Harry H. Joh Construction, Inc., et al.* case no. BC661765

1 in Superior Court of California, *Jose Andrade v. Superior Paving Company, Inc., et al.* case
2 no. RIC1900121 in Superior Court of California, *Stephanie Gallegos v. Nejet Rostami*
3 *Medical Group, Inc., et al.* case no. 19STCV29219 filed in Superior Court of California,
4 *Cesar Barajas v. Ingallinas Box Lunch Los Angeles, et al.*, case no. BC715940 filed in
5 Superior Court of California; *Maria Salazar v. Pavilion on Pico Healthcare & Wellness*
6 *Center, et al.*, case no. BC670145, *Carlos Tortoledo v. IWorks, LLC, et al.*, case no. 19-
7 STCV34504 filed in Superior Court of California, *Marcos Quiroz v. Agency for the*
8 *Performing Arts, LLC*, filed in Los Angeles County Superior Court, Case No.
9 20STCV39938, *Pedro Reza v. Moa Moa, Inc., et al.*, case no. BC719699 filed in Los
10 Angeles Superior Court. I also worked on class actions, including *Mario Gonzalez v.*
11 *Amazon.com Services, Inc.*, case no. 19STCV34575 filed in Superior Court of Los Angeles
12 County, *Jose Ramirez v. National Cement Co. of California*, and *Cesar Madrigal v. SMG*
13 *Extol, LLC*, which all three are currently pending class actions. Please note that the above-
14 mentioned cases are by no means the totality of the cases handled by me in regards to
15 employment matters.

16 9. Starting in or around September 2021, I began working at Downtown LA Law
17 Group. I estimate that approximately 10% of the employment cases are wage and hour
18 cases and include PAGA and class action claims. Since 2015, I have mediated at least 100
19 wage and hour cases, including PAGA and class action claims.

20 10. As the above shows, I have substantial experience in wage and hour class action
21 litigation, including in actions alleging claims similar to the claims alleged in this case. I
22 am knowledgeable about the applicable law, have diligently worked to investigate and
23 identify the potential claims in this action, and will continue to commit the resources of my
24 firm to further the interest of the Class.

25 **PROCEDURAL POSTURE**

26 11. On November 24, 2021, Plaintiff submitted his PAGA notice to the Labor
27 Workforce Development Agency.

28 12. On January 31, 2022, Plaintiff filed his original Complaint in Los Angeles
Superior Court. The original Complaint alleged one cause of action pursuant to the Private
Attorneys General Act alleging claims for retaliation, failure to pay wages, failure to pay
minimum wages, failure to pay overtime, failure to provide meal and rest periods, wrongful

1 termination, failure to provide itemized wage and hour statements, waiting time penalties,
2 unfair competition, PAGA civil penalties, and other violations under FEHA.

3 13. On September 9, 2022, Defendants filed their Answer to Plaintiff's Complaint.

4 14. On August 31, 2023, after months of engaging in robust legal research and analysis,
5 extensive investigation by the parties and by Class Counsel, the exchange of extensive class-
6 wide data and analysis of that data, the parties participated in an arm's-length mediation
7 with T. Warren Jackson, Esq., an experienced wage and hour class action mediator. Plaintiff
8 subsequently filed a Secon Amended Complaint for Damages to include Class Action.

9 15. The parties reached a preliminary agreement to resolve the matter. The parties
10 participated in extensive negotiations over the following months to finalize the finer points
11 of the Class and PAGA Representative Action Settlement Agreement (the "Settlement" or
12 "Settlement Agreement"). The Settlement Agreement that is now before the Court. A true
13 and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

14 **PRELIMINARY APPROVAL**

15 16. The Settlement Agreement was entered into by and between Plaintiff David
16 Gonzalez ("Plaintiff"), individually and on behalf of all others similarly situated and other
17 aggrieved employees, on the one hand, and Defendant Sysco Los Angeles, Inc.
18 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel
19 have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is
20 attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court
21 approve it as well.

22 17. Under the Settlement, Defendants have agreed to pay a non-reversionary
23 Maximum Gross Settlement Amount ("GSA") of \$2,100,000 to resolve Plaintiff's
24 individual claims and Settlement Class members' claims on a class and representative basis.

25 18. This proposed settlement came to fruition only after robust legal research and
26 analysis, extensive investigation by the parties and by Class Counsel, the exchange of
27 extensive class-wide data and analysis of that data, arm's-length settlement negotiations at
28 a private mediation session with T. Warren Jackson, Esq., an experienced wage and hour
class action mediator, as well as extensive negotiations after the mediation, which
eventually led to the settlement.

1 19. This settlement provides substantial recovery on Defendants' alleged wage and
2 hour violations. The estimated average, net individual settlement payment is projected at
3 \$2,083.45 per class member, a favorable result considering the formidable defenses that
4 Defendants mounted in this action.

5 20. The result obtained on this action favors preliminary approval, and although
6 Plaintiff maintains that his claims are meritorious, Plaintiff acknowledges the substantial
7 risk and uncertainty in proceeding with class certification and eventual trial.

8 21. Such risk and further litigation include preparation for class certification and trial;
9 the prospect of potential appeals; further formal discovery, although the parties engaged in
10 significant informal discovery, investigation, and class-wide data analysis; moving for class
11 certification, which Plaintiff had not yet done, and risk that the class, absent a settlement
12 agreement, the class would not be certified and that the Settlement Class members would
13 not recover anything.

14 22. The proposed settlement is reasonable and significant for the following reasons:

15 a. Plaintiff alleges that Plaintiff and the putative class members were not
16 compensated for time worked off-the-clock that was not reflected on their
17 payroll records and/or pay stub, resulting in minimum wage and overtime
18 premium violations. Plaintiff and the putative class manually wrote their
19 hours worked on a "Payroll Weekly Timesheet" for hours actually worked
20 each day for a period of one-week, which Plaintiff and the putative class's
21 paystub would not adequately reflect, with hours paid falling below the
22 hours reported by Plaintiff and the putative class. This resulted in an
23 underpayment of hours actually worked, and hours not being compensated,
24 at a minimum, at the applicable minimum wage rate, their hourly wage rate,
25 and/or applicable overtime premiums.

26 i. Defendant argues that not all class members suffered minimum wage
27 violations and that Plaintiff's alleged experiences were not
28 representative of the class members given that some class members
were compensated for the hours reported. Plaintiff calculates
minimum wage violations as follows: 65,769 (work weeks during the
class period) x 2 hours/week (of unpaid hours that at a minimum

1 should have been paid at least the minimum wage) x \$13.90 (average
2 minimum wage for the class period from January 3, 2019, to August
3 10, 2023) = \$1,828,378.20.

4 ii. Defendant argues that not all class members suffered overtime
5 premium violations and that Plaintiff's alleged experiences were not
6 representative of the class members given that some class members
7 were compensated for the overtime hours reported. Plaintiff
8 calculates overtime premium violations as follows: 65,769 (work
9 weeks during the class period) x 2 overtime hours/week (of unpaid
10 overtime hours) x \$37.50 (average hourly rate for the class \$25 (x)
11 1.5 (overtime premium)) = \$4,932,675

12 iii. Plaintiff estimates a maximum exposure of \$1,828,378.20 for
13 minimum wage claims and \$4,932,675 for overtime claims.

14 b. Plaintiff contends that Plaintiff and the Settlement Class members were not
15 provided meal periods as required under California law, and specifically that
16 meal periods were missed, provided late (i.e., beginning after 5 hours of
17 work), or were short. Plaintiff alleges that he was not provided an
18 opportunity to take his meal breaks due to his work schedule depending on
19 the driver he assisted and having to work through shifts to complete the task
20 given to them. Plaintiff's "Payroll Weekly Schedule" show that Plaintiff
21 worked through his shift without taking a meal break, yet Plaintiff's paystub
22 would reflect that a meal break was taken. Defendant argues that such
23 inquiry into individualized claims make class certification unlikely and that
24 individualized inquiries would be needed to determine whether each
25 employee missed or took a late meal period on each shift, why any given
26 meal period was taken late or missed, and whether the employee validly
27 waived the meal period, thereby making certification of this claim unlikely.
28 Defendant also argues that it maintained a legally-compliant meal period
policy, that it has always provided meal periods consistent with that policy,
and that it is only required to "provide" the opportunity to take meal periods,
not "ensure" meal periods are taken.

1 c. Plaintiff contends that Plaintiff and the Settlement Class members were not
2 provided with an uninterrupted rest period for every period worked of four
3 hours. Plaintiff alleges that he was not provided an opportunity to take his
4 rest breaks due to his work schedule depending on the driver he assisted and
5 having to work through shifts to complete the task given to them. Defendants
6 argued that it has always maintained a legally-compliant rest period policy,
7 that it has always provided rest periods consistent with that policy.
8 Defendant argues that such inquiry into individualized claims make class
certification unlikely.

9 i. Plaintiff calculates meal and rest break premium violations as
10 follows: 65,769 (work weeks during the class period) x 4 meal/rest
11 break premium hours owed (based on two meal break violations per
12 week + 2 rest break violations per week) x \$25.00 (average hourly
13 rate for the class \$20-\$30 and hour) = \$6,576,900.

14 ii. Plaintiff estimates a maximum exposure of \$6,576,900.00 (inclusive
15 of both meal and rest breaks) for these two claims.

16 d. Plaintiff contends that Defendants failed to pay Plaintiff and the Settlement
17 Class Members' accrued wages and other compensation due immediately
18 upon termination or within 72 hours of resignation. This includes, but is not
19 limited to, unpaid minimum wages, overtime compensation, meal and rest
20 break compensation, and more. Defendants argued that it has always
21 maintained a legally -compliant policy for paying employees accrued wages
22 and other compensation upon termination or within 72 hours upon
23 resignation, as required. Defendants also argued that individualized inquiries
24 would be needed to determine whether each employee was paid their wages
25 and compensation owed upon their employment termination or resignation,
26 thereby making certification of this claim unlikely.
27
28

i. Plaintiff calculates waiting time violations as follows: 264 (employees whose termination ended on or after the class period) (x) (30 days x \$25.00 x 12 hours a day worked) = \$2,376,000.

ii. Plaintiff estimates a maximum exposure of \$2,376,000.00 for waiting time violation claims.

e. Plaintiff contends that Plaintiff and the Settlement Class members were not provided accurate itemized wage statements by Defendants showing total hours worked, hourly wages, gross wages, deductions, premiums paid, and net wages earned. Defendants argued that it has always maintained a legally-compliant policy for providing employees accurate itemized wage statements and that the wage statements Defendants provided to their employees complied with Labor Code Sec. 226, et seq. Defendants also argued that individualized inquiries would be needed to determine whether which employee's wage statement is deficient and not code compliant, thereby making certification of this claim unlikely.

i. Plaintiff calculates wage statement violations as follows: 581 class members (x) \$4,000 (statutory maximum penalty) = \$2,324,000.

ii. Plaintiff estimates a maximum exposure of \$2,234,000.00 for these claims.

f. PAGA Penalties: Plaintiff alleges violation of the labor code on behalf of aggrieved employees and estimates an exposure of at least \$17,094,000.00 for these claims, calculated as follows: \$100 for the initial violation (x) 7 wage and hour violations alleged (x) 60 pay periods (x) 407 (aggrieved employees) = \$17,094,000.

g. Class Wide Damages: Under these figures, Plaintiff found the total, maximum possible value of the claims in this matter (excluding PAGA penalties) to be about \$18,037,953.20., if Plaintiff had successfully certified

1 each claim, overcame the issues of individualized inquiry, and prevailed at
2 trial.

3 23. Thus, the \$2,100,000.00 Gross Settlement Amount, minus Plaintiff's individual
4 claims which amount to \$140,000 of the Gross Settlement Amount, represents
5 approximately 12% percent of the total maximum damages at issue in this matter, which is
6 a favorable result in light of the numerous challenges this action posed for Plaintiff, outlined
7 above.

8 24. Discounts were applied to the estimated maximum potential value based on the facts
9 of the case and risks associated with litigation. The Settlement takes into account the
10 strengths and weaknesses of each side's position and the uncertainty of how the case might
11 have concluded at certification, trial, and/or appeals.

12 25. Based on all of the foregoing, Plaintiff's counsel's well thought out opinion,
13 respectfully stated, is that the instant settlement is an outstanding result for the settlement
14 class. In my experience, a recovery of this level is not only reasonable, but exceptional
15 especially when compared against the risks involved in litigating this action through trial
16 and potential appeals.

17 26. The parties engaged in significant investigation, informal class-wide discovery
18 consisting of a random sample of payroll and time records for the putative class, and
19 analysis prior to reaching the proposed settlement.

20 27. As noted above, Defendants provided detailed data regarding Settlement Class
21 Members' compensation, hours worked, and other relevant payroll data,

22 28. It was only after this exchange of comprehensive data and information that the
23 parties participated in a full-day mediation with an experienced wage and hour mediator,
24 engaged in months of post-mediation negotiations, and ultimately reached the proposed
25 settlement.

26 29. Plaintiff thoroughly vetted the claims at issue and conducted extensive factual
27 investigation and legal research and analysis.

28 30. The parties reached a settlement only after mediating with experienced wage and
hour mediator T. Warren Jackson.

31. The parties then negotiated the details of the settlement for months before

1 finalizing the Settlement.

2 32. The principal terms of the Settlement are summarize below:

Gross Settlement Amount	\$2,100,000.00
<i>Minus</i> Plaintiff's Individual Claims	-\$140,000.00
<i>Minus</i> Court-Approved Attorneys' Fees (33.33%)	-\$653,268.00
<i>Minus</i> Court-Approved Costs (up to)	-\$15,000.00
<i>Minus</i> Court-Approved Enhancement Award	-\$5,000.00
<i>Minus</i> Settlement Administration Costs	-\$20,000.00
Net Settlement Amount	\$1,266,732.00
<i>Minus</i> Amount paid to LWDA:	-\$56,250.00
Total Amount Paid to Settlement Class	\$1,210,482

13 33. Thus, the Settlement requires Defendants to pay a total of at least \$1,210,482 to
14 Settlement Class Members. According to Defendants, there are approximately 581 Class
15 Members. Accordingly, the estimated average net individual settlement payment is
16 projected at \$2,083.45.

17 **ATTORNEY'S FEES AND COSTS**

18 34. Class Counsel has been investigating and litigating this action for over a year. The
19 ongoing work has been extensive, demanding, and ultimately successful in achieving a
20 substantial settlement resolution. Class Counsel reviewed numerous pages of documents
21 and data and also interviewed and obtained information from Plaintiff, researched
22 applicable law, undertook damages/valuation calculations, and met and conferred with
23 Defendant's counsel regarding the pleadings, informal discovery, and the production of
24 documents and data prior to and post mediation to come to a settlement resolution. Counsel
25 for the Parties also undertook extensive settlement discussions, which included participating
26 in a formal, full-day mediation and post-mediation negotiations which lasted weeks.

27 35. Class Counsel has been investigating and litigating this action for over a year. The
28

1 ongoing work has been extensive, demanding, and ultimately successful in achieving a
2 substantial settlement resolution. Class Counsel reviewed numerous pages of documents
3 and data and also interviewed and obtained information from Plaintiff, researched
4 applicable law, undertook damages/valuation calculations, and met and conferred with
5 Defendant's counsel regarding the pleadings, informal discovery, and the production of
6 documents and data prior to and post mediation to come to a settlement resolution. Counsel
7 for the Parties also undertook extensive settlement discussions, which included participating
8 in a formal, full-day mediation.

9
10 36. The Settlement establishes a Maximum Gross Settlement Amount of Two Million
11 One Hundred Thousand Dollars (\$2,100,000.00), and provides for Class Counsel to apply
12 to the Court for Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not
13 to exceed thirty three and one-third percent (33 1/3 %) of the Class Counsel Award (i.e.,
14 \$653,268) and an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for costs
15 and expenses. The attorneys' fees provided for by the Settlement is commensurate with:
16 (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive
17 time, effort and expense that Class Counsel has dedicated to the case, (3) the skill and
18 determination that Class Counsel has shown, (4) the results that Class Counsel has achieved
19 throughout the litigation, and (5) the value of the Settlement that Class Counsel has achieved
20 for the Class Members. The proposed Class Notice provides Class Members with
21 information about the amount allocated toward the Attorneys' Fees and Costs, and that an
22 award of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement

23 37. Class Counsel has borne all of the risks and costs of litigation and will not receive
24 any compensation until recovery is obtained.

25 38. Class Counsel will provide extensive evidence as to the time worked, litigation
26 efforts, and further argument at the time of filing Plaintiff's motion for attorneys' fees and
27 costs.
28

1 **CLASS CERTIFICATION**

2 39. This settlement merits class certification for the following reasons:

- 3 a. Numerosity: There are approximately 581 class members;
- 4 b. Commonality: A common question of fact and law arises from the alleged
- 5 labor code violations as failure to pay overtime or minimum wages, provide
- 6 accurate wage statements, or provide meal and rest breaks – all of which
- 7 Plaintiff contends arise from a common core of facts.
- 8 c. Typicality: Plaintiff's claims are typical of the Settlement Class. Plaintiff
- 9 was employed by Defendants as a non-exempt employee in California
- 10 during the Class Period and was subjected to Defendants' uniform policies
- 11 and practices. As the proposed Settlement Class consists only of other non-
- 12 exempt employees like Plaintiff, and because Plaintiff's claims stem from
- 13 Defendants' policies and practices that applied uniformly to the Settlement
- 14 Class Members, typicality is satisfied.
- 15 d. Adequate Class Representative: There is no conflict of interest between
- 16 Plaintiff and the proposed Settlement Class consisting of other non-exempt
- 17 employees. As detailed above, the proposed settlement reflects a substantial
- 18 recovery of Settlement Class Members' alleged damages. Given the
- 19 relatively small amounts at issue for each individual Settlement Class
- 20 Member, Plaintiff asserts it is unlikely any Settlement Class Member,
- 21 especially current employee, would have pursued these claims individually.
- 22 e. Predominance Test: Because Plaintiff seeks certification for settlement
- 23 purposes only, however, manageability of trial need not be considered. As
- 24 all proposed Settlement Class Members were allegedly deprived of overtime
- 25 wages and minimum wages, suffered meal and rest period violations, and/or
- 26 suffered the other wage and hour violations described herein due to
- 27 Defendants' uniform policies and practices, the proposed Settlement Class
- 28

1 is sufficiently cohesive since a common nucleus of facts and potential legal
2 remedies dominate.

3
4 **SELECTION OF PROPOSED SETTLEMENT ADMINISTRATOR**

5 40. The Parties have selected ILYM Group, Inc., an experienced class action
6 settlement administrator, which will mail the proposed Class Notice to the Settlement Class
7 and provide notice and advise the class of the key terms of the Settlement, how to opt out,
8 file a dispute, objection, and other pertinent information consistent with the Settlement
9 Agreement.

10 41. Attached as **Exhibit 2** is the Declaration of Lisa Mullings of ILYM Group, Inc,
11 wherein Ms. Mullings attaches as exhibits , ILYM Group, Inc.'s bid for administering the
12 Settlement and Ms. Mulling's, on behalf of ILYM Group, Inc, its willingness to serve,
13 competency, operative procedures for protecting the security of Class Data; amounts of
14 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
15 relevant to any actual or potential conflicts of interest with Class Members; and the nature
16 and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel.

17 **NOTICE TO LWDA**

18 42. Concurrently with the filing of this motion, my office uploaded the motion and all
19 exhibits to the website of the Labor Workforce Development Agency.

20
21 I declare under penalty of perjury, under the laws of the State of California and the
22 United States, that the foregoing is true and correct to the best of my personal knowledge.
23 This declaration is executed at Los Angeles, California on May 28, 2023.

24
25 /Liliuokalani Martin/
26 LILIUOKALANI MARTIN, ESQ.
27
28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff David Gonzalez (“Plaintiff”) and Defendant Sysco Los Angeles, Inc. (collectively, “Defendant” or Defendants”). The Agreement refers to Plaintiff and Defendant(s) collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging labor and employment claims as described below against Defendants, captioned DAVID GONZALEZ, et al. v. SYSCO LOS ANGELES, INC., et al., Los Angeles County Superior Court Case No. 22STCV03775, filed on January 31, 2022.

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

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

1.4. “Aggrieved Employee” means all persons employed by Defendants as non-exempt employees at SYSCO LOS ANGELES in California during the PAGA Period.

1.5. “Class” means all persons employed by Defendants as non-exempt employees at SYSCO LOS ANGELES in California during the Class Period.

1.6. “Class Counsel” means Liliukalai Martin and Michael Juarez-Munoz of Downtown LA Law Group.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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

1.9. “Class Member” or “Settlement Class Member” mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from January 31, 2018 to August 31, 2023.



1.13. “Class Representative” means DAVID GONZALEZ, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “David Gonzalez Individual Settlement Payment” means the payment to DAVID GONZALEZ in settlement of his unique, non-class-related individual claims, which settlement is memorialized in a separate Agreement.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Los Angeles.

1.17. “Defendants” means named Defendant Sysco Los Angeles, Inc.

1.18. “Defense Counsel” means Attorneys Arthur K. Cunningham of Jackson Lewis P.C.

1.19. “Effective Date” means the date by when all of the following have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following entry of the Court’s final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court’s final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief (“Effective Date”). In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$2,100,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay David Gonzalez Individual Settlement Payment, Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.



- 1.26. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Representative Individual Settlement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. "PAGA Period" means the period from October 26, 2021 to August 31, 2023.
- 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount: \$2,100,000.00 (25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.)
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiff" means David Gonzalez, the named Plaintiff in the Action.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.42. "Released Parties" means: Defendants and any affiliated companies, parent companies, subsidiaries, affiliates, shareholders, members, representatives, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, auditors, consultants, attorneys and any past, present or future officers, directors, managers, principals, and employees), predecessors, successors, and assigns.



1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means 60 days after the Administrator mails Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail Objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice on November 24, 2021.

2.2. On January 31, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for : (1) Discrimination in violation of FEHA; (2) Retaliation in violation of FEHA; (3) Failure to Prevent Discrimination and Retaliation in violation of FEHA; (4) Failure to Provide Reasonable Accommodations in violation of FEHA; (5) Failure To Engage In A Good Faith Interactive Process in violation of FEHA; (6) For Declaratory Judgment; (7) Retaliation (*Lab. Code §98.6*); (8) Retaliation (*Lab. Code §§1102.5, 1102.6*); (9) Wrongful Termination In Violation Of Public Policy; (10) Failure To Pay Wages (*Cal. Labor Code §, 1194*); (11) Failure To Pay Minimum Wages (*Cal. Labor Code §§1182.12, 1194, 1194.2, 1197*); (12) Failure To Pay Overtime Compensation (*Cal. Labor Code §§510, 1194*); (13) Failure To Provide Meal And Rest Periods (*Cal. Labor Code §§226.7, 512*); (14) Failure To Provide Itemized Wage And Hour Statements (*Cal. Labor Code §§226, et seq.*); (15) Waiting Time Penalties (*Cal. Labor Code §§201-203*); (16) Private Attorney General Act (*Cal. Labor Code §2699, et seq.*); and (17) Unfair Competition (*Bus. & Prof. Code §17200 et seq.*). (“Complaint”).

2.3 On September 9, 2022, Defendants filed their Answer to the Complaint, denying the allegations in the Complaint, denying any failure to comply with the laws identified in the Complaint, and denying any and all liability for the causes of action alleged.

2.4. On August 31, 2023, the Parties participated in a mediation presided over by T. Warren Jackson which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Class Member and Aggrieved Employee information for the Class Period and PAGA period, time and wage records for the Class Members, Plaintiff’s personnel file, and information regarding Defendants’ policies and practices during the Class period, to aid in preparation of Plaintiff’s evaluation of the claims and formulation of a damages model. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. The Court has not granted class certification in the Action.

2.7. The Parties have stipulated, for settlement purposes only, to amend the Complaint to include Class allegations based on the allegations alleged in the Complaint and at mediation. On April 15, 2024, Plaintiff filed the First Amended Complaint prior to filing his Motion for Preliminary Approval alleging causes of action on behalf of the Class and Aggrieved Employees for: (1) Failure To Pay Wages (*Cal. Labor Code §, 1194*); (2) Failure To Pay Minimum Wages (*Cal. Labor Code §§1182.12, 1194, 1194.2, 1197*); (3) Failure To Pay Overtime Compensation (*Cal. Labor Code §§510, 1194*); (4) Failure To Provide Meal And Rest Periods (*Cal. Labor Code §§226.7, 512*); (5) Failure To Provide Itemized Wage And Hour Statements (*Cal. Labor Code §§226, et seq.*); (6) Waiting Time Penalties (*Cal. Labor Code §§201-203*); (7) Private Attorney General Act (*Cal. Labor Code §2699, et seq.*); and (8) Unfair Competition (*Bus. & Prof. Code §17200 et seq.*). (“First Amended Complaint”). The First Amended Complaint is the Operative Complaint. The Parties agree to stipulate to the amendment for settlement purposes without prejudice to any arguments either party might make should the settlement not be approved, in which case, the First Amended Complaint would be withdrawn by Plaintiff.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$2,100,000.00, and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff:

- a. Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- b. David Gonzalez Individual Settlement Payment in the amount of \$140,000.00 to David Gonzalez in settlement of his unique, non-class-related individual claims, for 1) Discrimination In Violation Of Gov’t Code §§12940 Et Seq.; 2) Retaliation In Violation Of Gov’t Code §§12940 Et Seq.; 3) Failure To Prevent Discrimination And Retaliation In Violation Of Gov’t Code §12940(K); 4) Failure To Provide Reasonable Accommodations In Violation Of Gov’t Code §§12940 Et Seq.; 5) Failure To Engage In A Good Faith Interactive Process In Violation Of Gov’t Code §§12940 Et Seq.; 6) For Declaratory Judgment; 7) Retaliation (Lab. Code §98.6); 8) Retaliation (Lab. Code



§§1102.5, 1102.6); 9) Wrongful Termination In Violation Of Public Policy; which settlement is memorialized in a separate Agreement.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$653,268.00, and Class Counsel Litigation Expenses Payment of up to \$15,000. Defendants will not oppose requests for these payments provided they do not exceed this amount. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,950, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000.00 to be paid from the Gross Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25% (\$18,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Defendants estimates there are 581 Class Members who collectively worked a total of 65,769 Workweeks January 31, 2018 through August 31, 2023.

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

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for David Gonzalez Individual Settlement Payment, all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to California Restaurant Foundation/Restaurants Care, the *cy pres* beneficiary in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and/or Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action and/or Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff DAVID GONZALEZ expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to, failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage statements, unfair competition based on these claims, and other associated penalties. This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members, other than the Class Representative, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.



5.3 Released PAGA Claims: All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action. This release shall apply to claims arising during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

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

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

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will

supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

For purposes of mediation, Defendants represented that there are approximately 65,769 workweeks from January 31, 2018 through August 31, 2023. In the event the total work weeks in the Class Data exceeds this amount by more than 10% of 65,769 (i.e., if there are 72,345.90 or more total workweeks), at the option of Defendants, Defendants will have the option of increasing the Gross Settlement Amount proportionally for any workweeks above 65,769 or shortening the class period to cover the time period encompassing 65,769 workweeks. If Defendants elect not to do so, Plaintiff can withdraw from the settlement, and the parties will proceed to status quo ante as to the Class and PAGA claims.

9. RIGHT TO WITHDRAW.

The parties agree to an opt-out period of sixty (60) days. Notwithstanding any other provision of this Agreement, Defendants shall retain the right, in the exercise of its sole discretion, to nullify the settlement within 30 days after expiration of the opt-out period if more than 5% of the Class Members opt out of this Settlement.

10. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or

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

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

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

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

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

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

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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



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

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

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

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

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

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

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

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

To Plaintiff: Liliukalai Martin, Downtown LA Law Group, LLP, 910 S. Broadway Ave, Los Angeles, CA 90015.

To Defendants: Arthur K. Cunningham, Jackson Lewis P.C., 3390 University Ave., Suite 110, Riverside, CA 92501.

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



12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: 05/17/2024

Plaintiff DAVID GONZALEZ



David Gonzalez

Dated: May 21, 2024

DEFENDANT SYSCO LOS ANGELES, INC.

DocuSigned by:

9449CD2C0C1D46A...

Signature

By: Sysco

Name: Brett Berglund

Its: Region President



APPROVED AS TO FORM:

Dated: 05/17/2024

DOWNTOWN LA LAW GROUP



LILIUKALAI MARTIN
MICHAEL JUAREZ-MUNOZ
Attorneys for Plaintiff
DAVID GONZALEZ, etc.

Dated: May 22, 2024

JACKSON LEWIS P.C.



Arthur K. Cunningham

Attorneys for Defendant
SYSCO LOS ANGELES, INC.



EXHIBIT A

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

DAVID GONZALEZ, et al. v. SYSCO LOS ANGELES, INC., et al.

Los Angeles County Superior Court Case No. 22STCV03775

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

You may be eligible to receive money from a class action lawsuit (“Action”) against Sysco Los Angeles, Inc. (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, David Gonzalez (“Plaintiff”), and seeks payment of (1) unpaid minimum wages and overtime, meal and rest period premiums, civil penalties, and other relief for a class of non-exempt employees who worked for Sysco Los Angeles, Inc. in California at any time from January 31, 2018 to August 31, 2023 (“Class Period”) (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Sysco Los Angeles, Inc. at any time from October 26, 2021 to August 31, 2023 (“PAGA Period”) (“Aggrieved Employees”).

Defendants deny liability and believe all appropriate wages were paid and that it otherwise complied with all Labor Code obligations, including providing its non-exempt hourly employees with legally mandated meal period and rest breaks. However, Plaintiff and Defendants have agreed to settle the case rather than continuing the expensive and time-consuming process of litigation.

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more Class Period workweeks or PAGA Period pay periods, you can submit a challenge by **[REDACTED]**. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Sysco Los Angeles, Inc. at any time during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, including minimum wages and overtime, failure to provide meal and rest periods, failure to pay all wages due and owing at the time of termination, failure to provide accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA.

Plaintiff is represented by Class Counsel Liliukalai Martin and Michael Juarez-Munoz of Downtown LA Law Group, 910 S. Broadway Ave, Los Angeles, CA 90015.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws at all relevant times.

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

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

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

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

1. Defendants will pay \$2,100,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by **ILYM Group, Inc.**, the Court-appointed settlement administrator of the Settlement (“Administrator”). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Effective Date of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Settlement of David Gonzalez Individual Claims of \$140,000.

B. Up to \$ _____ (or 33.33%) of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$20,000.00 for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

C. Up to \$5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

D. Up to \$9,950.00 to the Administrator for services administering the Settlement.

E. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Settlement payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Settlement

payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Class Period workweeks or PAGA Period pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release, as set forth under the terms of the proposed Settlement:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action,

including but not limited to, failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage statements, unfair competition based on these claims, and other associated penalties. This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members, other than the Class Representative, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows, as set forth under the terms of the proposed Settlement:

All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action. This release shall apply to claims arising during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing **\$18,750.00** (25% of the PAGA Penalties) by the total number of PAGA Period pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Period workweeks you worked and the number of PAGA Period pay periods you worked, as determined from Defendants' records, are stated on the first page of this Notice. You have until to challenge the number of Class Period workweeks and/or PAGA Period pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Class Period workweeks and/or PAGA Period pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period workweek and/or PAGA Period pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class

Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check (if any) to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "DAVID GONZALEZ, et al. v. SYSCO LOS ANGELES, INC, et al., Case No. 22STCV03775," and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [redacted], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the proposed Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://acikiosk.azurewebsites.us/advisement?dept=CX104>. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) 's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and entering the Case Number for the Action, Case No. 22STCV03775.

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

Class Counsel:

Name of Attorney: Liliukalai Martin and Michael Juarez-Munoz
 Email Address: lili@downtownlalaw.com
 Name of Firm: Downtown LA Law Group
 Mailing Address: 910 S. Broadway Ave, Los Angeles, CA 90015
 Telephone: (949) 389-3765

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds. You will have no other way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

4855-2270-1759, v. 1

EXHIBIT 2

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per
19 incident.

20 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
21 counsel in the *David Gonzalez v. Sysco Los Angeles, Inc.* matter.

22 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
27 number to receive correspondence and inquiries from class members. After receiving the class data file
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly re-mail the class notice.

13 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
14 so that all class members will be apprised of exactly when all applicable forms will be due, depending on
15 the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the
16 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
17 individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
20 including but not limited to overview and reconciliation of account; (c) calculating the individual
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
24 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
25 **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
28 with the administration of this settlement are not to exceed: **\$9,950.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 17th day of May 2024, at Tustin,
3 California.

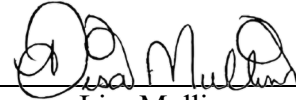
4
5 
6 Lisa Mullins
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 14 years of experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
--	-----

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
--	-----

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: David Gonzalez v. Sysco Los Angeles, Inc.

Friday, May 17, 2024

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Michael Juarez

michael@downtownlalaw.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	581
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Interactive Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$650.00
Project Management & Noticing:	\$2,355.00
Notification & Mailing:	\$1,585.01
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,119.99
Case Conclusion:	\$1,240.00
Total ILYM Fees & Expenses:	\$9,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: David Gonzalez v. Sysco Los Angeles, Inc.

Friday, May 17, 2024

Requesting Attorneys Name: Michael Juarez

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$175.00	1	\$175.00
ILYM Group Interactive Website	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,355.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	581	\$871.50
USPS First Class Postage	Per Piece	\$0.64	581	\$371.84
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	87	\$174.30
Storage, Photocopies, Deliveries	Flat Fee	\$167.37	1	\$167.37

Subtotal \$1,585.01

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: David Gonzalez v. Sysco Los Angeles, Inc.

Friday, May 17, 2024

Requesting Attorneys Name: Michael Juarez

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	581	\$581.00
USPS First Class Postage	Per Piece	\$0.64	581	\$371.84
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	58	\$87.15
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,119.99

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,240.00

Not To Exceed: \$9,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.