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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RAHMAD PERRY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BELLA BRU NATOMAS LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2020-00281583-CU-OE-GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

**DECLARATION OF JANARDANA
BURNS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Date: May 31, 2022
Time: 1:30 p.m.
Department: 25

Complaint Filed: July 8, 2020
FAC Filed: February 14, 2022
Trial Date: None Set

DECLARATION OF JANARDANA BURNS

I, Janardana Burns, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Rahmad Perry (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 one thousand (1,000) class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions, successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, and intervention. She has successfully
26 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

1 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
2 has extensive experience with class action and/or representative action settlements. Under her,
3 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
4 and court approval process for hundreds of class action and/or representative action matters that
5 have successfully resolved. She is a member of the California Employment Lawyers Association.

6 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
7 from the University of California, Berkeley in 2017 and earned my Juris Doctor degree from the
8 University of California, Hastings College of the Law in 2020. I was admitted to practice law in
9 California in 2021. I am admitted to practice before all courts of the State of California and all
10 federal district courts in the State of California. I have worked on many wage and hour class action
11 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
12 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
13 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
14 court appearances. Prior to working at Lawyers for Justice, PC, I worked in accounting, providing
15 tax and legal services to investment funds.

16 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
17 **REPRESENTATIVE ACTION CASES**

18 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
19 ("LFJ") has achieved on behalf of its clients:

20 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a major property management company involving allegations
22 of misclassification of various "manager" positions. On September 20, 2010, the court granted
23 final approval of the class action settlement. The Los Angeles County Superior Court Case
24 Number is BC400414.

25 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of household items involving allegations of
27 misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court
28

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
8 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
9 motion for class certification. On October 20, 2017, the court granted final approval of the class
10 and PAGA representative action settlement. The Los Angeles County Superior Court Case
11 Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.
28

1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
4 hour class and PAGA representative action against a lumber and hardware company on behalf of
5 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
7 00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) Our firm represented the plaintiff in a PAGA representative action, against
22 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court entered an order granting final approval of the class
6 and PAGA representative action settlement. The Los Angeles County Superior Court Case
7 Number is BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
11 order granting final approval of the class and PAGA representative action settlement. The Los
12 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
13 Proceeding Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court entered an order granting final approval of the
17 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
18 Number is BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.
28

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
13 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
14 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
15 Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law and finding, in part, that
26 employer arbitration agreements are unenforceable where they block a PAGA claim from
27 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
28

1 granted approval of the PAGA representative action settlement. The San Diego County Superior
2 Court Case Number is 34-2015-00175330.

3 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a medical equipment supplier on
5 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
6 for class certification and certified a class. The San Bernardino County Superior Court Case
7 Number is CIVDS1505744.

8 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. The San Diego County Superior
12 Court Case Number is 37-2018-00019611-CU-OE-CTL.

13 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
15 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
16 court granted in part the plaintiff's motion for class certification and certified a class. The
17 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
18 Judicial Council Coordination Proceeding Number is 4930.

19 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a plastic packaging company on
21 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. On November 8, 2021, the court granted approval of
23 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
24 CIVDS1507361.

25 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA
13 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by
14 and between Plaintiff, on the one hand, and Defendant Bella Bru Natomas, LLC ("Defendant"),
15 on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the
16 proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement
17 Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

18 9. Based on information provided by Defendant, as of February 2022, the Class is
19 estimated to consist of approximately two hundred forty-one (241) individuals.

20 10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class
21 Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following
22 respects: (1) Class Members, the State of California, and PAGA Employees recover over a
23 reasonably short period of time as opposed to waiting additional years for the same, or possibly
24 worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour
25 class and/or representative action settlements of similar type given the strengths and weaknesses
26 of the case; and (3) significant savings in attorneys' fees and/or costs that would have only
27 increased significantly had the case progressed through certification, trial, and/or appeals.
28

11. Plaintiff's Counsel has litigated the case for over one year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Warren Jackson, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Plaintiff's Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of the State of California and PAGA Employees against the Released Parties.

12. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Plaintiff's Counsel was preparing the action for class certification and trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery

1 requests onto Defendant (specifically, Requests for Production of Documents (Sets One and Two),
2 Special Interrogatories (Sets One, Two, and Three), and Form Interrogatories-General (Set One)),
3 noticed the depositions of Defendant's Person Most Knowledgeable designees, and worked with
4 Plaintiff to provide responses and objections to Defendant's deposition notice and requests for
5 production of documents. The volume of data and documents that Plaintiff's Counsel reviewed
6 and analyzed included and was not limited to: Plaintiff and other Class Members' employment
7 records, a detailed sampling of Class Members' time and pay data, list of stores and offices with
8 seasonal hours and schedules, multiple versions of Defendant's Employee Handbook and Training
9 Manual, multiple iterations of Defendant's Code of Conduct, company policy acknowledgments,
10 internal memoranda, job descriptions, Defendant's operations and employment practices,
11 procedures, and policies (including but not limited to Defendant's Pay Period and Work Week
12 Policy, Overtime Policy, Timekeeping Policy for Non-Exempt Employees, Off-the Clock Work
13 Policy for Non-Exempt Employees, Attendance Policy, and Expense Reimbursement Policy),
14 among other information and documents. Plaintiff's Counsel interviewed Plaintiff and other
15 putative class members and aggrieved employees to gather facts and to identify potential
16 witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
17 issues relating to the pleadings, contemplated motion practice, discovery, and the production of
18 documents and data prior to the mediation. Plaintiff's Counsel also drafted pleadings and the
19 mediation brief and prepared for and attended court proceedings, mediation, and settlement
20 negotiations, among other tasks.

21 13. Counsel for the Parties have also invested time researching and investigating the
22 applicable law, which is constantly evolving as it relates to certification, representative PAGA
23 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
24 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
25 Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate, and
26 reasonable.

27 14. The Settlement provides for a Gross Settlement Amount of Three Hundred Twenty-
28 Four Thousand Four Hundred Dollars (\$324,400.00). The Net Settlement Amount is the Gross

1 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
2 and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration
3 Expenses to Settlement Administrator, and the PAGA Fund. Assuming that the amounts allocated
4 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
5 that will be available for distribution to Participating Class Members is currently estimated to be
6 One Hundred Thirty-Three Thousand Three Hundred Sixty Dollars (\$133,360.00). Additionally,
7 25% of the PAGA Fund (i.e., the PAGA Employee Amount), which is \$15,000.00 out of
8 \$60,000.00, will be distributed to PAGA Employees on a *pro rata* basis in accordance with the
9 terms of the Settlement. The Gross Settlement Amount will be fully distributed in accordance
10 with the terms of the Settlement and there is no reversion to Defendant.

11 15. The Parties have agreed to retain Simpluris, Inc. ("Settlement Administrator") to
12 handle the notice and settlement administration process. The Parties respectfully request that the
13 Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement
14 Administrator. Defendant will provide the Settlement Administrator with a list of Class Members
15 and PAGA Employees that Defendant will compile from its records, which will include the full
16 name, last known mailing address, Social Security Number, employment dates, and such other
17 information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA
18 Workweeks in a readable Microsoft Excel spreadsheet (collectively the "Class List and Data"),
19 and the Settlement Administrator will calculate each Class Member's estimated share of the Net
20 Settlement Amount ("Individual Settlement Payment") and PAGA Employee's estimated share of
21 the PAGA Employee Amount ("Individual PAGA Payment"). The Settlement Administrator will
22 also receive Requests for Exclusion, Objections, and Workweeks Disputes; provide necessary
23 reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings;
24 prepare and submit informational and other tax filings and documents; issue and transmit all
25 payments provided for by the Settlement, including and not limited to, mailing payments to
26 Participating Class Members and PAGA Employees; and perform any other usual and customary
27 duties for administering a class action settlement. Settlement Administration Expenses are
28

1 currently estimated not to exceed Nine Thousand Dollars (\$9,000.00) and will be paid out of the
2 Gross Settlement Amount, subject to approval of the Court.

3 16. Based on investigation and information discovered, Plaintiff's Counsel believes that
4 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
5 that Defendant, with respect to Plaintiff, the Class Members, and PAGA Employees, *inter alia*,
6 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide
7 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
8 during employment, failed to timely pay wages upon termination of employment and waiting-time
9 penalties, failed to provide compliant wage statements, failed to maintain requisite payroll records,
10 and failed to reimburse necessary business expenses, and thereby engaged in unfair business
11 practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General
12 Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class
13 Members and PAGA Employees were expected to perform similar job duties and were subject to
14 the same or similar operations and employment policies, practices, and procedures. Additionally,
15 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class
16 Members, and PAGA Employees were substantially the same during the time period at issue. As
17 a result of said alleged uniform practices, Plaintiff claims that Class Members and PAGA
18 Employees were not paid all of the compensation that was owed to them by Defendant. Thus, in
19 Plaintiff's Counsel's view, it is clear that the outcome of this litigation would be determined by
20 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff
21 alleges applied across Defendant's hourly-paid or non-exempt employees in California during the
22 relevant time period.

23 17. Plaintiff's Counsel is aware of the defenses and position of Defendant, but believes
24 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and
25 Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of further
26 litigation, and the difficulties and delays inherent in such litigation, including those involved in
27 class certification and/or representative adjudication. Plaintiff and Plaintiff's Counsel further
28 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,

1 Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery.
2 Plaintiff and Plaintiff's Counsel have also considered the Parties' settlement discussions, as well
3 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
4 employment matters.

5 18. Defendant, on the other hand, denied and continues to deny any liability and
6 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
7 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
8 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
9 also had the opportunity to interview witnesses and review documents and information relating to
10 Plaintiff's, Class Members', and PAGA Employees' employment with Defendant, and
11 Defendant's operations and employment policies, practices, and procedures. The Parties also
12 reviewed and analyzed a volume of documents and data, including but not limited to a detailed
13 sampling of Class Members' time and pay information, to determine the potential value and
14 strength of the claims. The available information enabled Plaintiff's Counsel to assess and value
15 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
16 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
17 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
18 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed
19 that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal
20 claims, as well as the costs and risks to both sides that would attend further litigation. The
21 Settlement takes into account the strengths and weaknesses of each side's position and the
22 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

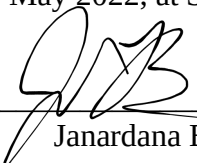
23 19. The Settlement Agreement provides for Plaintiff's Counsel to apply for attorneys'
24 fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
25 (i.e., \$113,540.00) and expenses and costs in an amount not to exceed Sixteen Thousand Dollars
26 (\$16,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the
27 Court. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation
28 and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff as an enhancement payment, to be paid out of the Gross Settlement Fund subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Plaintiff's Counsel needed Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an enhancement payment, in addition to an individual settlement payment, for services performed in the matter on behalf of the Class, the State of California, and PAGA Employees.

27. Plaintiff's Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Class, the State of California, and PAGA Employees. Plaintiff's Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 10th day of May 2022, at San Francisco, California.



Janardana Burns

EXHIBIT 1

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement
3 Agreement”) is made by and between Plaintiff Rahmad Perry (“Plaintiff”) on behalf of himself and
4 each of the other Class Members and PAGA Employees as defined herein, and on behalf of the State
5 of California as a private attorney general with respect to employment of PAGA Employees, and
6 Defendant Bella Bru Natomas, LLC (“Defendant”) (collectively, the “Parties”).

7 The Settlement Agreement is intended to resolve the pending action entitled *Rahmad Perry*
8 *v. Bella Bru Natomas, LLC*, Sacramento County Superior Court, Case No. 34-2020-00281583-CU-
9 OE-GDS (the “Action”).

10 1. **DEFINITIONS**

11 1.1 The term “Action” means the action entitled *Rahmad Perry v. Bella Bru Natomas,*
12 *LLC*, Sacramento County Superior Court, Case No. 34-2020-00281583-CU-OE-GDS.

13 1.2 The terms “Agreement,” or “Settlement Agreement” mean the terms and conditions
14 set forth in this Class Action and PAGA Settlement Agreement.

15 1.3 The term “Attorneys’ Fees and Costs” means the reasonable attorneys’ fees and costs
16 incurred by Plaintiff’s Counsel in connection with the Action, as set forth in Section 13.

17 1.4 The term “Class Counsel” means Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and
18 Joanna Ghosh, Esq. of Lawyers *for* Justice, PC.

19 1.5 The terms “Class” or “Class Members” mean all current and former hourly or non-
20 exempt individuals who worked for Defendant in the State of California at any time during the Class
21 Period.

22 1.6 The term “Class Notice” means the Notice of Class Action Settlement, substantially
23 in the form attached as “**Exhibit A.**”

24 1.7 The term “Class Period” means the time from July 8, 2016 through the date on which
25 the Court grants preliminary approval of the Settlement.

26 1.8 The term “Class Settlement” means the settlement and resolution of the Released
27 Class Claims.

28 1.9 The term “Court” means the Superior Court of California, County of Sacramento.

1 1.10 The term “Defendant” means Bella Bru Natomas, LLC.

2 1.11 The term “Defendant’s Counsel” means Duggan McHugh Law Corporation for
3 Defendant Bella Bru Natomas, LLC.

4 1.12 The “Effective Date” of the Settlement will be the last to occur of the following: (a) if
5 there are no objections to the Settlement, then the date on which the Court enters the Final Approval
6 Order and Judgment; (b) if one or more timely objections has/have been filed and not withdrawn,
7 then upon passage of the applicable date for an objector to seek appellate review of the Final Approval
8 Order and Judgment; or (c) if appellate review of the Final Approval Order and Judgment is sought,
9 the day after the Final Approval Order and Judgment is affirmed or the appeal is dismissed or denied,
10 and the Final Approval Order and Judgment is no longer subject to further judicial review.

11 1.13 The term “Enhancement Payment” means the amount to be paid to Plaintiff Rahmad
12 Perry for his role in pursuing the Action and seeking to represent the Class, as set forth in Section 11
13 below.

14 1.14 The term “Final Approval Order and Judgment” means the order of the Court that
15 grants final approval of the Settlement and enters judgment based upon the Settlement.

16 1.15 The term “Gross Settlement Amount” means an amount not to exceed Three Hundred
17 Twenty-Four Thousand Four Hundred Dollars (\$324,400) (Three Hundred Thirty Thousand Dollars
18 (\$330,000.00) less the Pick Up Stix Credit) to be paid by Defendant in full resolution of all Released
19 Class Claims and Released PAGA Claims, as defined below, and the Action, which is inclusive of
20 the Court-approved Attorneys’ Fees and Costs, Settlement Administration Expenses, Enhancement
21 Payment, PAGA Fund, and Net Settlement Amount.

22 1.16 The term “Individual PAGA Payment” means the *pro rata* share of the PAGA
23 Employee Amount that a PAGA Employee may be eligible to receive under the Settlement, to be
24 calculated in accordance with Section 12 below.

25 1.17 The term “Individual Settlement Payment” means the *pro rata* amount to be paid to
26 a Participating Class Member from the Net Settlement Amount, pursuant to Section 10 below.

27 1.18 The term “Mediator” means Warren Jackson, Esq.
28

1.19 The term “Net Settlement Amount” means the Gross Settlement Amount minus the Attorneys’ Fees and Costs, Settlement Administration Expenses, Enhancement Payment, Pick-Up Stix Amount, and PAGA Fund.

1.20 The term “Objection” means a Class Member’s written objection to the Class Settlement, which must include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.21 The term “Operative Complaint” means the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq., filed in the Action on February 14, 2022.

1.22 The term “PAGA Employees” means all current and former hourly or non-exempt individuals who worked for Defendant in the State of California at any time during the PAGA Period.

1.23 The term “PAGA Employee Amount” means the amount of Fifteen Thousand Dollars (\$15,000.00), i.e. 25% of the PAGA Fund, to be distributed to PAGA Employees on a *pro rata* basis.

1.24 The term “PAGA Fund” means the allocation of Sixty Thousand Dollars (\$60,000) from the Gross Settlement Amount for the settlement and resolution of the PAGA Released Claims, of which seventy-five percent (75%), or \$45,000, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or, \$15,000, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

1.25 The term “PAGA Notice” refers to the written notice provided by Plaintiff to the LWDA on November 22, 2021 of his intent to seek civil penalties under the Private Attorneys General Act (California Labor Code, §2698, et seq.) for Defendant’s alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001.

1 1.26 The term “PAGA Period” means the time period from November 22, 2020 through
2 the date on which the Court grants Preliminary Approval of the Settlement.

3 1.27 The term “PAGA Settlement” means the settlement and resolution of the Released
4 PAGA Claims.

5 1.28 The term “PAGA Workweek(s)” means the number of Workweeks each PAGA
6 Employee worked for Defendant during the PAGA Period.

7 1.29 The term “Participating Class Members” means Class Members who do not submit a
8 valid and timely Request for Exclusion.

9 1.30 The term “Parties” means Plaintiff and Defendants.

10 1.31 The term “Pick-Up Stix” means the credit amount of Five Thousand Six Hundred
11 Dollars (\$5,600.00) to Defendant, against the Gross Settlement Amount, for payments previously
12 paid by Defendant to Class Members in exchange for Pick-Up Stix releases as part of their individual
13 settlement program related to the Action.

14 1.32 The term “Pick-Up Stix Payment” means a payment previously paid by Defendant to
15 a Class Member in exchange for releases as part of their individual settlement program related to the
16 Action.

17 1.33 The term “Plaintiff” means Plaintiff Rahmad Perry.

18 1.34 The term “Preliminary Approval Order” means the order of the Court that grants
19 preliminary approval of the Settlement.

20 1.35 The term “Released Class Claims” means any and all claims alleged or that could have
21 been alleged based on the factual allegations contained in the Operative Complaint, against Released
22 Parties, including claims for failure to pay minimum wages, provide meal and rest periods and
23 associated premium payments, timely pay wages during employment and upon termination, provide
24 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary
25 business-related expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3,
26 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
27 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001, and
28 California Business and Professions Code § 17200, *et seq.*, arising during the Class Period.

1 1.36 The term “Released PAGA Claims” means claims for civil penalties under the Private
2 Attorneys General Act (California Labor Code § 2698, *et seq.*) that were asserted or that could have
3 been asserted based on the facts alleged in the PAGA Notice to the LWDA, against Released Parties,
4 for violations of the California Labor Code and Industrial Welfare Commission Wage Orders,
5 including, California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552,
6 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission
7 Wage Order 5-2001, arising during the PAGA Period.

8 1.37 The term “Released Parties” means Defendant and all of its present and former parent
9 companies, subsidiaries, divisions, related or affiliated companies, owners, shareholders, officers,
10 directors, employees, attorneys, agents, assigns, and successors.

11 1.38 The term “Response Deadline” means the deadline by which Class Members must
12 submit a Request for Exclusion, Workweek Dispute, and/or Objection, which will be the date that is
13 sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
14 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
15 extended to the next day on which the U.S. Postal Service is open. In the event that the Class Notice
16 is re-mailed to a Class Member, the Response Deadline for that Class Member will be extended by
17 fifteen (15) calendar days.

18 1.39 The term “Request for Exclusion” means a Class Member’s written request to opt out
19 of the Class Settlement, which must include: (a) the case name and number of the Action; (b) the
20 Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social
21 Security Number; (c) a written statement indicating that he or she does not wish to be included in the
22 Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address,
23 postmarked on or before the Response Deadline.

24 1.40 The term “Settlement Administrator” means Simpluris, Inc., or any other third-party
25 settlement administrator agreed to by the Parties for the purpose of administration of the Settlement
26 pursuant to the terms of this Agreement and as ordered by the Court.

27 1.41 The term “Workweek(s)” means the number of weeks each Class Member worked for
28 Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period,

1 which will be calculated by the Settlement Administrator by calculating the number of weeks from
2 the employee's start date through their separation date, during the relevant Class Period and/or PAGA
3 Period, less the number of workweeks for any applicable leaves of absence or gaps in employment).

4 1.42 "Workweeks Dispute" means a Class Member's written dispute regarding the number
5 of Workweeks and/or PAGA Workweeks attributed to the Class Member, which must include: (a)
6 the case name and number of the Action; (b) the Class Member's full name, signature, address,
7 telephone number, and last four (4) digits of his or her Social Security Number; (c) a written statement
8 indicating that he or she wishes to dispute the number of Workweeks and/or PAGA Workweeks
9 attributed to him or her and indicating the number(s) of Workweeks and/or PAGA Workweeks the
10 Class Member contends is correct; (d) any supporting documentation showing that the number(s) of
11 Workweeks and/or PAGA Workweeks attributed to him or her is incorrect and supporting the
12 number(s) of Workweeks and/or PAGA Workweeks he or she contends is correct; and (e) be
13 submitted by mail to the Settlement Administrator at the specified address, postmarked on or before
14 the Response Deadline.

15 2. **SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT**

16 2.1 This Agreement is intended to and does effectuate the full, final, and complete
17 resolution of the Action.

18 2.2 The Parties believe that continued litigation would be protracted, expensive, uncertain,
19 and contrary to their best interests and the interests of the Class. In light of these realities, the Parties
20 believe that this Settlement is the best way to resolve the disputes between them.

21 3. **JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

22 The Court has jurisdiction over the Parties and the subject matter of the Action. The Action
23 include claims that, while Defendant denies them in their entirety, would, if proven, authorize the
24 Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the
25 Court will retain jurisdiction with respect to the interpretation, implementation, and enforcement of
26 the terms of this Agreement and all orders and judgments entered in connection therewith, pursuant
27 to California Rules of Court Rule 3.769, et seq. and California Civil Procedure Section 664.6, and the
28 Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and

1 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
2 connection therewith. The Parties and their counsel agree that a court, upon motion, may enter
3 judgment pursuant to the Agreement and California Code of Civil Procedure Section 664.6 and the
4 Agreement is admissible in evidence for purposes of enforcement pursuant to California Evidence
5 Code Section 1123. The Agreement will be interpreted and enforced under the laws of the State of
6 California without regard to its conflict of laws provisions. Any dispute arising out of or relating to
7 the Agreement, or the subject matter hereof, shall be submitted to the Mediator for resolution, to be
8 paid for out of the Gross Settlement Amount.

9 **4. NO ADMISSION WITH RESPECT TO LIABILITY OR CERTIFICATION**

10 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
11 Action, based upon their assessment of the mutual risks and costs of further litigation and the
12 assessments of their respective counsel. This Agreement does not constitute, is not intended to
13 constitute, and will not be deemed to constitute, an admission of liability or lack of liability by
14 Defendant or Plaintiff as to the merits, validity, or accuracy of any of the allegations or claims made
15 against Defendant in the Action or the appropriateness of class certification. Defendant denies each
16 of Plaintiff's allegations in their entirety and alleges that Plaintiff and all other Class Members were
17 provided proper meal and rest periods, received accurate itemized wage statements, and timely paid
18 all wages owed.

19 4.2 Nothing in this Agreement, any action taken or made in implementation thereof,
20 statements, discussions, communications, nor any materials prepared, exchanged, issued, or used
21 during the course of the negotiations leading up to the Agreement, is intended by the Parties to, nor
22 will any of the foregoing constitute, be introduced, or be submitted in any way in the Action or any
23 other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any
24 violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or
25 any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be
26 used in any proceeding in the Court that has as its purpose the interpretation, implementation, or
27 enforcement of the Agreement or any orders or judgments of the Court entered into in connection
28 therewith.

1 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement
2 which will seek certification of the Class is for purposes of the Settlement only. If, for any reason,
3 the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties
4 agree that certification for purposes of the Settlement is in no way an admission that class certification
5 is proper under the standard applied to contested certification motions and that this Agreement will
6 not be submitted in this or any other proceeding as evidence that (i) a class should be certified, or (ii)
7 Defendant is liable to Plaintiff, the Class Members, the State of California, or PAGA Employees.
8 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
9 submitted in any court or other tribunal regarding the propriety of class certification or collective
10 treatment for purposes other than the settlement of the Action. In the event that this Agreement is
11 not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,
12 Defendant will not be deemed to have waived, limited, or affected in any way, any of its objections
13 or defenses in the Action, including, but not limited to, its defenses in opposition to class certification.

14 5. **CLASS CERTIFICATION**

15 For the purposes of this Agreement only, the Parties agree to the certification of the Class to
16 include all Class Members. As set forth above, Defendant expressly reserves its right to oppose class
17 certification should the Court decide to not approve this Settlement.

18 6. **RELEASE AND WAIVER**

19 6.1 Release of Claims by Participating Class Members

20 Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final
21 Approval Order and Judgment, Participating Class Members (i.e., Class Members who do not submit
22 timely and valid Requests for Exclusion to the Settlement Administrator), and their successors,
23 assigns, and/or agents, shall fully and finally release, settle, compromise, relinquish, and discharge
24 Released Parties, of all Released Claims. This release excludes the release of claims not permitted by
25 law.

26 ///

27 ///

1 6.2 General Release and Waiver of Claims by Plaintiff

2 Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final
3 Approval Order and Judgment, Plaintiff shall fully and finally release, settle, compromise, relinquish,
4 and discharge the Released Parties of any and all claims, known and unknown, under federal, state
5 and/or local law, statute, ordinance, regulation, common law, or other source of law, including but
6 not limited to claims arising from or related to Plaintiff's employment with Defendant, including, but
7 not limited to, all claims arising from or related to the Action; claims arising under the California
8 Labor Code, the Wage Orders of the California Industrial Welfare Commission, the California Private
9 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200,
10 et seq., the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294, 12
11 CCR § 11040, 8 CCR § 11060, California Code of Civil Procedure § 1021.5; the California common
12 law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., federal common law, and the
13 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"); claims for lost
14 wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs
15 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
16 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the
17 Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in
18 Employment Act, and the California Fair Employment and Housing Act; and claims under the law of
19 contract and tort. This release excludes the release of claims not permitted by law.

20 Even if Plaintiff discover facts in addition to or different from those that Plaintiff now knows
21 or believes to be true with respect to the subject matter of claims released by Plaintiff, those claims
22 will remain released and forever barred. Thus, Plaintiff shall be deemed to have expressly waived
23 and relinquished the provisions, rights and benefits of section 1542 of the California Civil Code,
24 which reads:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
26 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
27 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
28 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.

1 6.3 Release of Claims by State of California and PAGA Employees.

2 Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final
3 Approval Order and Judgment, the State of California and PAGA Employees will fully and finally
4 release, settle, compromise, relinquish, and discharge the Released Parties of all PAGA Released
5 Claims. All PAGA Employees will be bound to the PAGA Settlement and will be issued an Individual
6 PAGA Payment irrespective of whether they submit a Request for Exclusion. There is no option to
7 seek exclusion from or object to the PAGA Settlement.

8 7. **NOTICE AND OPPORTUNITY TO OPT OUT OR OBJECT TO CLASS**
9 **SETTLEMENT**

10 7.1 Notice to the Class

11 The Parties submit a Notice of Class Action Settlement (“Class Notice”), in the form attached
12 hereto as “**Exhibit A**,” to the Court for approval. The Class Notice will include, nonexclusively,
13 information regarding the nature of the Action; a summary of the substance of the Settlement; the
14 definition of the Class; the formula used to determine the Individual Settlement Payments and
15 Individual PAGA Payments; the number of Workweeks credited to each Class Member and his or
16 her estimated Individual Settlement Payment; the number of PAGA Workweeks credited to each
17 PAGA Employee and his or her estimated Individual PAGA Payment; the procedures and deadlines
18 for objecting to the Class Settlement, seeking exclusion from the Class Settlement, and/or disputing
19 the number of Workweeks and/or PAGA Workweeks credited to him or her; and the date, time, and
20 location of the Final Approval Hearing.

21 7.2 Mailing of the Class Notice

22 (a) Within thirty (30) calendar days of the Preliminary Approval Order, Defendant
23 shall provide the Settlement Administrator with the full name, last known mailing address, Social
24 Security Number, employment dates, and such other information as is necessary for the Settlement
25 Administrator to calculate Workweeks and PAGA Workweeks in a readable Microsoft Excel
26 spreadsheet (collectively the “Class List and Data”).

27 (b) The Settlement Administrator shall maintain all information received from
28 Defendant confidential to itself and Defendant’s Counsel. The Class List and Data shall be provided

1 in a redacted format (with all personal and identifying information of the Class Members and PAGA
2 Employees, including names, addresses, phone numbers, email addresses, and social security
3 numbers redacted and/or omitted) to all Counsel in order to verify calculations regarding the
4 Individual Settlement Payments and Individual PAGA Payments prior to the Notice being sent out
5 and following the Final Approval Order and Judgement. The Class list and Data provided by
6 Defendants shall be deemed accurate and complete unless a class member's objection includes
7 adequate evidence that, in the Settlement Administrator's sole discretion justifies correction. (c)

8 Within fourteen (14) calendar days after receipt of the Class List and Data, the Settlement
9 Administrator shall mail the Class Notice to the Class Members via First-Class U.S. Mail in English
10 and Spanish. Class Members may submit a Request for Exclusion, Workweek Dispute, or Objection
11 on or before the Response Deadline. Prior to mailing the Class Notice to Class Members, the
12 Settlement Administrator will perform a skip-trace search to update and correct the Class List and
13 Data for any known or identifiable address changes.

14 (d) If a Class Notice is returned with a forwarding address on or before the
15 Response Deadline, then the Settlement Administrator shall forward the Class Notice to the
16 forwarding address via First-Class U.S. mail indicating on the Class Notice the date of such re-
17 mailing, within five (5) calendar days of receiving the undeliverable Class Notice. If a Class Notice
18 is returned on or before the Response Deadline as undeliverable without a forwarding address, the
19 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace
20 search, and will then perform a single re-mailing to any addresses located indicating the date of the
21 re-mailing on the Class Notice, within five (5) calendar days of receiving the undeliverable Class
22 Notice.

23 (e) In the event that the procedures in this Section are followed and the intended
24 recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall
25 nevertheless be bound by all terms of the Settlement and any Final Approval Order and Judgment
26 entered by the Court if the Settlement is approved by the Court. In the event the procedures in this
27 Section are followed and a Class Member does not ultimately return a valid and timely Request for
28 Exclusion, the Class Member shall be deemed a Participating Class Member and will be bound by all

1 terms of the Class Settlement if the Settlement is approved by the Court. Consistent with applicable
2 law, all PAGA Employees will be bound by the PAGA Settlement.

3 7.3 Objection to the Class Settlement

4 A Class Member who has not excluded him or herself from the Class Settlement (i.e.
5 Participating Class Member) may object to the Class Settlement by submitting an Objection. The
6 date of the postmark will be the exclusive means for determining whether an Objection has been
7 timely submitted. Any person who fails to timely submit their Objection in the manner specified
8 herein may still appear and object at the Final Approval Hearing. Class Members who fail to object
9 in the manners specified herein shall be deemed to have waived any objections and shall be foreclosed
10 from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating
11 Class Member objects to the Class Settlement, the Participating Class Member will remain a member
12 of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the
13 terms of the Class Settlement. Within three (3) business days of receipt of an Objection, the
14 Settlement Administrator shall provide counsel for the Parties with a copy of the Objection. No later
15 than thirty (30) calendar days before the Final Approval Hearing, the Settlement Administrator shall
16 provide counsel for the Parties with a complete list of Participating Class Members who have
17 submitted an Objection. Prior to the Final Approval Hearing, the Settlement Administrator shall
18 submit copies of the Objections that it has received, to the Court by way of declaration.

19 7.4 Request for Exclusion from the Class Settlement

20 Class Members who wish to exclude themselves from the Class Settlement must submit a
21 valid and timely Request for Exclusion to the Settlement Administrator by mail, postmarked on or
22 before the Response Deadline. The date of the postmark on the return mailing envelope will be the
23 exclusive means for determining whether a Request for Exclusion has been timely submitted. Each
24 Class Member who does not submit a Request for Exclusion in compliance with this paragraph will
25 be deemed to be a Participating Class Member. Participating Class Members will be bound by all
26 terms of the Class Settlement. Any Class Member who submits a valid and timely Request for
27 Exclusion will not be a Participating Class Member, will not be entitled to receive any Individual
28 Settlement Payment, and will not be bound by the Class Settlement or have any right to object, appeal,

1 or comment thereon. Notwithstanding the above, all PAGA Employees will be bound to the PAGA
2 Settlement and will be issued their Individual PAGA Payment irrespective of whether they submit a
3 Request for Exclusion. No later than thirty (30) calendar days before the Final Approval Hearing,
4 the Settlement Administrator shall provide counsel for the Parties with a complete list of all Class
5 Members who have submitted a valid and timely Request for Exclusion.

6 7.5 No Solicitation of Objections to or Exclusions from the Class Settlement

7 The Parties agree to use their best efforts to carry out the terms of this Agreement. At no time
8 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
9 submit Requests for Exclusion, Objections, or appeal from or seek review of the Court's Preliminary
10 Approval Order or Final Approval Order and Judgment.

11 7.6 Defendants' Right to Withdraw from the Settlement

12 If ten percent (10%) or more of the Class Members opt out of, Defendant may, at its election,
13 rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. If
14 Defendant exercises this right of recession, it must do so in writing, that is mailed to Class Counsel
15 by overnight mail, addressed to: Edwin Aiwarzian of Lawyers *for* Justice at 410 West Arden Avenue,
16 Suite 203, Glendale, California 91203 within thirty (30) calendar days of the Response Deadline. If
17 the option to rescind is exercised, then Defendant shall be solely responsible for all Settlement
18 Administration Expenses accrued to that point.

19 8. **WORKWEEKS DISPUTE**

20 The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA
21 Workweeks credited to each Class Member and the estimated Individual Settlement Payment and/or
22 Individual PAGA Payment that he/she is to receive based upon Defendant's records and the formulas
23 set forth in Section 10 below. If a Class Member seeks to dispute the number of Workweeks and/or
24 PAGA Workweeks credited to him or her, as stated in the Class Notice, the Class Member must
25 submit a timely and complete Workweeks Dispute. Defendant's records will be presumed
26 determinative, absent credible documentation to rebut the accuracy of the Workweeks and PAGA
27 Workweeks credited to a Class Member based thereon. The Settlement Administrator will evaluate
28 the documents submitted by the Class Member and make a recommendation to the Parties as to which

1 figures should be applied. If the Parties disagree with the Settlement Administrator's
2 recommendation, the Workweeks Dispute will be presented to the Court for determination.

3 9. **ESCALATOR CLAUSE**

4 Defendant represented at mediation, which took place on November 3, 2021, that for the
5 period of July 8, 2016 to November 3, 2021, there were approximately 14,586 Workweeks, with
6 approximately 237 Class Members. If it is determined that the total number of Workweeks during
7 the period July 8, 2016 to the date that is thirty (30) calendar days before the date on which the Court
8 grants Preliminary Approval ("Escalation Period") exceed 14,586 by more than ten percent (10%)
9 (i.e., more than 16,044 Workweeks ("Workweeks Threshold")), then the Gross Settlement Amount
10 will be increased on a *pro rata* basis by the same number of percentage points above the Workweeks
11 Threshold. For example, if the number of Workweeks during the Escalation Period exceed the
12 Workweeks Threshold by 2%, then, the Gross Settlement Amount will increase by 2%.

13 10. **DISTRIBUTION TO THE PARTICIPATING CLASS MEMBERS**

14 10.1 Each Participating Class Member's payment (i.e., an Individual Settlement Payment)
15 will be determined as follows: Defendants will provide the Settlement Administrator with the
16 number of Workweeks credited to each Class Member. The Settlement Administrator will calculate
17 the total number of Workweeks worked by all Participating Class Members ("Total Workweeks").
18 The Settlement Administrator will divide each Participating Class Member's respective individual
19 Workweeks by the Total Workweeks, and multiply the resulting figure by the Net Settlement
20 Amount to yield each Participating Class Member's Individual Settlement Payment.

21 10.2 All Participating Class Member's Individual Settlement Payment will be reduced by
22 employee's share of payroll tax deductions for each Participating Class Member.

23 10.3 Any disputes, including those concerning the Workweeks credited to each Class
24 Member or the administration of the Settlement, except those disputes that concern the interpretation
25 or enforceability of this Agreement, shall be resolved by the Settlement Administrator. Prior to any
26 such resolution, counsel for the Parties will confer in good faith to resolve the dispute.

11. **ENHANCEMENT PAYMENT TO PLAINTIFF**

Plaintiff will apply to the Court for an enhancement payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) (the “Enhancement Payment”), to be paid out of the Gross Settlement Amount. Defendant will not oppose such an application, so long as it is consistent with the provisions of this Agreement. Any amounts awarded for the Enhancement Payment to Plaintiff less than the amount listed above will result in the non-awarded funds being part of the Net Settlement Amount available for distribution to the Participating Class Members. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting the Enhancement Payment.

12. **DISTRIBUTION TO THE PAGA EMPLOYEES**

12.1 The Parties agree to allocate the amount of Sixty Thousand Dollars (\$60,000.00) from the Gross Settlement Amount towards the settlement of claims arising under PAGA (i.e., the PAGA Fund). Seventy-five percent (75%) of this amount, or \$45,000.00, will be paid to the LWDA and twenty-five percent (25%) of this amount, or \$15,000.00 (i.e., PAGA Employee Amount).

12.2 The PAGA Employee Amount will be distributed to PAGA Employees on a *pro rata* basis as follows: Defendants will provide the Settlement Administrator with the number of PAGA Workweeks credited to each PAGA Employee. The Settlement Administrator will calculate the total number of PAGA Workweeks worked by all PAGA Employees (“Total PAGA Workweeks”). The Settlement Administrator will divide each PAGA Employees respective PAGA Workweeks by the Total PAGA Workweeks and multiply the resulting figure by the PAGA Employee Amount to yield each PAGA Employee’s Individual PAGA Payment.

12.3 It is expressly understood that if the Court awards less than the total amounts requested to be awarded for the PAGA Payment, the difference in any such amount will be a part of the Net Settlement Amount.

13. **ATTORNEYS’ FEES AND COSTS TO CLASS COUNSEL**

13.1 Class Counsel shall be entitled to apply to the Court for attorneys’ fees payable to Class Counsel in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount, which is One Hundred and Thirteen Thousand Five Hundred and Forty Dollars (\$113,540.00), and

1 reimbursement of actual litigation costs and expenses in an amount not to exceed Sixteen Thousand
2 Dollars (\$16,000.00) (collectively referred to as “Attorneys’ Fees and Costs”). The amounts set
3 forth here for Attorneys’ Fees and Costs will cover all work performed and all fees and costs
4 incurred by Class Counsel to date, and all work to be performed and all fees to be incurred, in
5 connection with the litigation of the Action, seeking approval by the Court of this Agreement,
6 supervising the administration of the Settlement, obtaining preliminary and final approval of the
7 Settlement, and obtaining judgment pursuant to the Settlement. Defendants agree not to oppose
8 such an application for Attorneys’ Fees and Costs, so long as it is consistent with the provisions of
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
10 reflecting the awarded Attorneys’ Fees and Costs. Class Counsel shall be responsible for correctly
11 characterizing this compensation for tax purposes and for paying any taxes on the amounts
12 received. With respect to the Attorneys’ Fees and Costs to Class Counsel, the Settlement
13 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
14 attorney fee deferral vehicles, for Class Counsel. Any portion of the Attorneys’ Fees and Costs
15 not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of
16 Participating Class Members.

17 13.2 Defendant’s payment of the Attorneys’ Fees and Costs awarded to Class Counsel
18 shall constitute full satisfaction of the obligation to pay any amounts to Class Counsel for attorneys’
19 fees, costs, or expenses in the Action incurred by Class Counsel on behalf of the Plaintiff, the Class
20 Members, and the PAGA Employees, and shall relieve Defendant, the Settlement Administrator,
21 and Defendant’s Counsel of any other claims or liability to any other attorney or law firm for any
22 attorneys’ fees, costs, and expenses to which any of them may claim to be entitled on behalf of
23 Plaintiff and/or the Class Members.

24 **14. SETTLEMENT ADMINISTRATOR’S DUTIES AND COMPENSATION**

25 14.1 Subject to approval by the Court, the Parties agree that the fees and expenses of the
26 Settlement Administrator in relation to services rendered for the Settlement in the Action shall be
27 deducted from the Gross Settlement Amount, not to exceed Nine Thousand Dollars (\$9,000.00)
28 (“Settlement Administration Expenses”). If the Court awards less than the total amount allocated

1 for Settlement Administration Expenses, the difference in any such amounts will be a part of the
2 Net Settlement Amount.

3 14.2 The Settlement Administrator shall have the authority and responsibility to mail the
4 Class Notice; establish a qualified settlement fund account; and disburse payments due under the
5 Settlement, in accordance with the Court's orders. The Settlement Administrator shall calculate the
6 Individual Settlement Payments to be paid to the Participating Class Members in accordance with
7 the terms and provisions of this Agreement; calculate the Individual PAGA Payments to be paid to
8 the PAGA Employees in accordance with the terms and provisions of this Agreement; distribute the
9 Class Notice to Class Members in both English and Spanish; estimate each Class Member's
10 Individual Settlement Payments; estimate each PAGA Employee's Individual PAGA Payment;
11 either calculate or confirm the number of Workweeks and/or PAGA Workweeks allocated to each
12 Participating Class Member and/or PAGA Employee; determine eligibility for payment to a Class
13 Member; resolve any Workweeks Disputes; keep track of those Class Members requesting to be
14 excluded from the Class Settlement, and provide information regarding Objections and Requests for
15 Exclusion to the Parties' counsel; mail the Individual Settlement Payment checks to Participating
16 Class Members and Individual PAGA Payment checks to PAGA Employees; undertake require tax
17 withholdings and reporting; and perform such other tasks necessary to effectuate the terms of this
18 Agreement or as the Parties mutually agree or the Court orders the Parties to perform. The
19 Settlement Administrator shall regularly report to the Parties, in written form, the substance of the
20 work performed.

21 14.3 The Settlement Administrator will submit to the Court, in conjunction with the
22 motion for final approval, a declaration providing, among other things, the number of Class Notices
23 it mailed to the Class Members, the number of Class Notices that it re-mailed, the number of Class
24 Notices that were ultimately undeliverable, the number of Requests for Exclusion and Objections
25 that it received, the number of defective Requests for Exclusion and Objections that it received, the
26 total of its charges for services rendered, and the anticipated future charges contemplated in order
27 to bring the administration of the Settlement and distribution of payments to completion.

1 **15. FUNDING AND DISTRIBUTION OF THE SETTLEMENT**

2 15.1 Prior to the Effective Date of the Settlement, Defendants will not be required to fund
3 the Settlement, in whole or in part, through the Settlement Administrator or any third party, except
4 as set forth in Section 15.2 below.

5 15.2 Defendant will fund the Gross Settlement Amount in three (3) different payments as
6 follows:

7 (a) Within fifteen (15) calendar days after preliminary court approval, but no
8 earlier than May 1, 2022, Defendants shall provide the Settlement Administrator with One Hundred
9 Thousand Dollars (\$100,000.00).

10 (b) Within fifteen (15) calendar days of final court approval, but no earlier than
11 August 1, 2022, Defendants shall provide the Settlement Administrator with an additional One
12 Hundred Thousand Dollars (\$100,000.00).

13 (c) Within nine (9) months of final court approval, Defendants shall provide the
14 Settlement Administrator with One Hundred and Twenty-Four Thousand and Four Hundred Dollars
15 (\$124,400.00).

16 15.3 Distribution of Payments

17 Within fifteen (15) calendar days after receipt of the full Gross Settlement Amount from
18 Defendant, the Settlement Administrator shall make the following payments: (1) Individual
19 Settlement Payments to Participating Class Members; (2) Individual PAGA Payments to PAGA
20 Employees; (3) the Enhancement Payment to Plaintiff; (4) the Attorneys' Fees and Costs to Class
21 Counsel; (5) the LWDA Payment to the LWDA; and (6) Settlement Administration Expenses to the
22 Settlement Administrator.

23 15.4 Settlement Checks

24 Individual Settlement Payment and Individual PAGA Payment checks will be valid and
25 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
26 thereafter, shall be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds
27 associated with such cancelled checks will be transmitted to Saint John's Program For Real Change.
28 The Parties each represent that they do not have any significant affiliation or involvement with the

1 proposed cy pres recipient. The Settlement Administrator may, as necessary, undertake amended
2 and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax
3 laws, that are necessitated due to the cancellation of any checks. To the extent that the Settlement
4 Administrator is able to obtain or receive the return or refund of the amounts that were transmitted
5 to taxing authorities for the employer's and employees' share of taxes, contributions, and/or
6 withholding associated with cancelled checks, all such amounts shall also be transmitted to Saint
7 John's Program For Real Change. Participating Class Members whose Individual Settlement
8 Payment checks are cancelled and PAGA Employees whose Individual PAGA Payment checks are
9 cancelled shall, nevertheless, remain bound by this Settlement Agreement.

10 **16. TAXATION**

11 16.1 All Individual Settlement Payments will be allocated as follows: 20% as wages
12 ("wage portion") and 80% as penalties, interest, and non-wage damages ("non-wage portion"). The
13 wage portion of each Individual Settlement Payment will be subject to W-2 reporting and, therefore,
14 normal employee's share of payroll taxes and withholdings will be deducted therefrom pursuant to
15 applicable state and federal law. Defendant will pay the employer's share of payroll taxes with
16 respect to the wage portion separately and in addition to the Gross Settlement Amount with the third
17 and final installment as set forth in Section 15.2. Participating Class Members will be issued an IRS
18 Form 1099 for the non-wage portion of their Individual Settlement Payments that and will assume
19 full responsibility and liability for the payment of taxes due on such awards, if any. All Individual
20 PAGA Payments will be allocated as 100% penalties. PAGA Employees will be issued an IRS
21 Form 1099 for their Individual PAGA Payments and will assume full responsibility and liability for
22 the payment of taxes due on such awards, if any. The Parties make no representations about the
23 tax consequences of the Individual Settlement Payments and Individual PAGA Payments. It shall
24 remain Plaintiff, Participating Class Members, and PAGA Employees' sole obligation to pay
25 appropriate federal, state, and local income taxes on any amounts they receive under this Agreement
26 that lawfully qualify as taxable income.

27 16.2 CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO

1 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
8 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
9 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
10 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
11 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
12 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
13 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
15 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
16 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
17 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
18 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
19 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
20 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
21 CONTEMPLATED BY THIS AGREEMENT.

22 17. **COURT APPROVAL**

23 17.1 Following the Preliminary Approval Order, if Defendant does not exercise its right
24 to cancel the Settlement solely as provided for herein, a motion for final approval of the Settlement
25 will be filed by Class Counsel, which, if not separately filed by Class Counsel, will include a request
26 for Attorneys’ Fees and Costs, and Enhancement Payment, which Defendant will not oppose. The
27 Parties agree to take all steps as may be reasonably necessary to secure final approval of the
28 Settlement as quickly as possible, to the extent not inconsistent with the terms of this Agreement,

1 and will not take any action adverse to each other in obtaining Court approval, and, if necessary,
2 appellate approval, of the Agreement in all respects.

3 17.2 If the Court does not grant preliminary approval and/or final approval of the
4 Settlement, or if the Court's Final Approval Order and Judgment are reversed or materially
5 modified on appeal, then this Settlement will become null and void.

6 17.3 In the event the Court declines to enter the Final Approval Order and Judgment, this
7 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of
8 this Agreement shall be treated as void. In such a case, the Parties and any funds to be awarded
9 under this Settlement shall be returned to their respective statuses as of the date and time
10 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
11 as if this Agreement had not been executed, except that any fees and expenses already reasonably
12 incurred by the Settlement Administrator shall be paid by Defendant.

13 18. **MISCELLANEOUS PROVISIONS**

14 18.1 Interim Stay of Proceedings.

15 The Parties agree to stay and hold in abeyance all proceedings in the Action (including with
16 respect to California Code of Civil Procedure section 583.310), except such proceedings necessary
17 to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be
18 conducted by the Court.

19 18.2 Amendment or Modification

20 This Agreement may be amended or modified only by a written instrument signed by counsel
21 for the Parties, or their successors, and approved by the Court.

22 18.3 Counterparts

23 This Agreement may be executed in one or more counterparts. All executed counterparts and
24 each of them, including facsimile, electronic, and scanned copies of the signature page, will be
25 deemed to be one and the same instrument.

26 18.4 Authority

27 Counsel for all Parties represent and warrant they are expressly authorized by the Parties
28 whom they represent to negotiate this Agreement and to take all appropriate actions required or

1 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute
2 any other documents required to effectuate the terms of this Agreement. The Parties and their counsel
3 will cooperate with each other and use their best efforts to implement the Settlement. In the event
4 that the Parties are unable to reach agreement on the form or content of any document needed to
5 implement the Settlement, or on any supplemental provisions that may become necessary to
6 effectuate the terms of the Settlement, the Parties shall seek the assistance of the Mediator to resolve
7 such disagreement. The person signing this Agreement on behalf of Defendant represents and
8 warrants that he or she is authorized to sign this Agreement on behalf of Defendant.

9 18.5 No Effect on Employee Benefits

10 Any and all payments to Plaintiff and/or Class Members pursuant to the Settlement shall not
11 be considered “compensation” in any year for purposes of determining eligibility for, or benefit
12 accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by
13 Defendants, and such payments shall be deemed not to be pensionable earnings and shall not have
14 any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
15 holiday pay, retirement plans, etc.) of Plaintiff or any Class Members. Such payments do not
16 represent any modification of Plaintiff’s and Class Members’ previously credited hours of service or
17 other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan
18 sponsored by Defendant.

19 18.6 Binding on Successors and Assigns

20 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
21 of the Parties hereto, as previously defined.

22 18.7 Cooperation and Drafting

23 Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence,
24 in any construction made to this Agreement, the same shall not be construed against any of the Parties.

25 18.8 Plaintiff’s Waiver of Right to Be Excluded

26 By signing this Agreement, Plaintiff is bound by the terms herein stated and further agree not
27 to submit a Request for Exclusion. Any such Request for Exclusion shall therefore be void and of no
28 force or effect.

1 WHEREFORE, Plaintiff, on behalf of himself and each of the other Class Members as
2 defined herein and on behalf of the State of California as a private attorney general with respect to
3 employment of PAGA Employees, and Defendants, have executed this Agreement as of the dates
4 set forth below.

5 ///

6 ///

7 ///

8 ///

9 ///

10 **IT IS SO AGREED:**

11 **PLAINTIFF RAHMAD PERRY**

12
13 Executed on 03/21/2022, 2022

Electronically Signed 2022-03-21 18:22:06 UTC - 73.48.156.104
Rahmad Perry
Hirox AssureSign® #08b8eab-e9fc-4306-bdc1-ae5012a3553

Rahmad Perry, Plaintiff

14
15 **DEFENDANTS BELLA BRU NATOMAS, LLC**

16 Executed on _____, 2022

Full Name: _____
Title: _____
On behalf of Bella Bru Natomas, LLC

17
18
19 **APPROVED AS TO FORM:**

20 **LAWYERS for JUSTICE, PC**

21
22 Executed on 3/21/2022, 2022


Edwin Aiwanian
Attorneys for Plaintiff and Proposed Class Counsel

23
24 **DUGGAN MCHUGH LAW CORPORATION**

25
26 Executed on _____, 2022

Laura C. McHugh
Jennifer E. Duggan
Samantha J. Tanner
Attorneys for Defendants Bella Bru Natomas, LLC

1 WHEREFORE, Plaintiff, on behalf of himself and each of the other Class Members as
2 defined herein and on behalf of the State of California as a private attorney general with respect to
3 employment of PAGA Employees, and Defendants, have executed this Agreement as of the dates
4 set forth below.

5 ///

6 ///

7 ///

8 ///

9 ///

10 **IT IS SO AGREED:**

11 **PLAINTIFF RAHMAD PERRY**

12 Executed on _____, 2022

13 _____
14 Rahmad Perry, Plaintiff

15 **DEFENDANTS BELLA BRU NATOMAS, LLC**

16 Executed on March 24, 2022

17 Elizabeth Mishler

18 Full Name: Elizabeth Mishler

19 Title: Managing Member

On behalf of Bella Bru Natomas, LLC

20 **APPROVED AS TO FORM:**

21 **LAWYERS *for* JUSTICE, PC**

22 Executed on _____, 2022

23 _____
24 Edwin Aiwarzian

Attorneys for Plaintiff and Proposed Class Counsel

25 **DUGGAN MCHUGH LAW CORPORATION**

26 Executed on March 24, 2022

27 Laura

28 Laura C. McHugh

Jennifer E. Duggan

Samantha J. Tanner

Attorneys for Defendants Bella Bru Natomas, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rahmad Perry v. Bella Bru Natomas, LLC
Sacramento County Superior Court Case No. 34-2020-00281583-CU-OE-GDS

THIS IS A COURT-AUTHORIZED NOTICE. PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Rahmad Perry ("Plaintiff") and Defendant Bella Bru Natomas, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Rahmad Perry v. Bella Bru Natomas, LLC*, Sacramento County Superior Court, Case No. 34-2020-00281583-CU-OE-GDS (the "Action"), which may affect your legal rights. On **[Preliminary Approval Date]**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[date]** at **[time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

I. DEFINITIONS

"Class" means all current and former hourly or non-exempt individuals who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the time from July 8, 2016 through **[Preliminary Approval Date]**.

"Class Member" means a member of the Class.

"PAGA Employees" means all current and former hourly or non-exempt individuals who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from November 22, 2020 through **[date of Preliminary Approval]**.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

The Action was commenced on July 8, 2020 when Plaintiff Rahmad Perry filed a Class Action Complaint for Damages against Defendant Bella Bru Natomas, LLC in the Sacramento Superior Court, Case No. 34-2020-00281583-CU-OE-GDS. On November 22, 2021, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor and Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On February 14, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under PAGA, with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant denies all of the allegations in the Action or that it violated any law. The Court has not made a ruling on the merits of the case.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On **[Preliminary Approval Date]**, the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rahmad Perry as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, **you do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if eligible)**, but you have the opportunity to request exclusion from the Class Settlement (in which case you will only receive payment of your Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to the Plaintiff or to the Class Members.** Plaintiff and Defendant, and their respective counsel, have concluded and agreed that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The gross settlement amount to be paid by Defendant is three hundred and thirty thousand dollars (\$330,000.00) less a credit in the amount of five thousand six hundred dollars (\$5,600.00) which Defendant previously paid to some Class Members in exchange for their release of claims (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit valid and timely Requests for Exclusion (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., not to exceed \$113,540.00) and reimbursement of litigation costs and expenses in an amount not to exceed sixteen thousand dollars (\$16,000.00) to Class Counsel; (2) Enhancement Payment in an amount up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) PAGA Fund in the amount of sixty thousand dollars (\$60,000.00) allocated toward penalties under PAGA, of which seventy-five percent (75%) (i.e., \$45,000.00), will be paid to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) (i.e., \$15,000.00) (“PAGA Employee Amount”), will be distributed to PAGA Employees; and (4) Settlement Administration Expenses in an amount not to exceed nine thousand dollars (\$9,000.00) .

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly or non-exempt employee in California (“Workweeks”) during the Class Period, which will be calculated by the Settlement Administrator by calculating the total number of weeks worked from the date of hire through the **[Preliminary Approval Date]**.

To determine your estimated Individual Settlement Payment, the Settlement Administrator divided each Class Member's respective Workweeks by the Workweeks of all Class Members ("Total Workweeks") and multiplied the resulting figure by the Net Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of workweeks worked by each PAGA Employee for Defendant as an hourly or non-exempt employee in California during the PAGA Period ("PAGA Workweeks").

The Settlement Administrator has calculated the total number of PAGA Workweeks worked by all PAGA Employees ("Total PAGA Workweeks"). The Settlement Administrator will divide each PAGA Employee's respective PAGA Workweeks by the Total PAGA Workweeks and multiply the resulting figure by the PAGA Employee Amount to yield each PAGA Employee's Individual PAGA Payment.

Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Payment and, if eligible, their Individual PAGA Payment. Each Individual Settlement Payment will be allocated twenty percent (20%) to wages (to be reported on an IRS Form W-2) and eighty percent (80%) as penalties, any other non-taxable items, and interest (to be reported on an IRS Form 1099, if required). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, resulting in a net payment to the Participating Class Member. Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If a Participating Class Member fails to cash, deposit, or negotiate the Individual Settlement Payment and/or Individual PAGA Payment check within one hundred eighty (180) calendar days from the date the checks are issued, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to [Saint John's Program for Real Change]. Participating Class Members whose Individual Settlement Payment checks are cancelled and/or PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

If the Court grants final approval of the Settlement, Individual Settlement Payment checks will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

From July 8, 2016 through [Preliminary Approval Date], you worked for Defendant in California as an hourly or non-exempt employee for [] Workweeks.

From November 22, 2020 through [Preliminary Approval Date], you worked for Defendant in California as an hourly or non-exempt employee for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweeks Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator, at the address listed in Section IV.B below. The Workweeks Dispute must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) a written statement indicating that you wish to dispute the number of Workweeks and/or PAGA Workweeks attributed to you and indicating the number(s) of Workweeks and/or PAGA Workweeks you contend is correct; (d) any supporting documentation showing that the number(s) of Workweeks and/or PAGA Workweeks attributed to you is incorrect and supporting the number(s) of Workweeks and/or PAGA Workweeks you contend is correct; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of PAGA Workweeks credited to you during the PAGA Period.

Based on your Workweeks:

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Based on your PAGA Workweeks:

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED]. The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected on this Notice are only estimates. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower than estimated.

D. Released Claims

Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final Approval Order and Judgment, Participating Class Members (i.e., Class Members who do not submit valid and timely Requests for Exclusion to the Settlement Administrator), and their successors, assigns, and/or agents, shall fully and finally release, settle, compromise, relinquish, and discharge Released Parties, of all Released Class Claims. This release excludes the release of claims not permitted by law.

Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final Approval Order and Judgment, the State of California and PAGA Employees will fully and finally release, settle, compromise, relinquish, and discharge the Released Parties of all Released PAGA Claims. All PAGA Employees will be bound to the PAGA Settlement and will be issued an Individual PAGA Payment irrespective of whether they submit a Request for Exclusion. There is no option to seek exclusion from or object to the PAGA Settlement.

“Released Parties” means Defendant Bella Bru Natomas, LLC and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, attorneys, agents, assigns, and successors.

“Released Class Claims” means any and all claims alleged or that could have been alleged based on the factual allegations contained in the Operative Complaint, against Released Parties, including claims for failure to pay minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 5-2001, and California Business and Professions Code § 17200, et seq., arising during the Class Period.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.) that were asserted or that could have been asserted based on the facts alleged in the PAGA Notice to the LWDA, against Released Parties, for violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission Wage Order 5-2001, arising during the PAGA Period.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount, which is one hundred and thirteen thousand five hundred forty dollars (\$113,540.00) and reimbursement of litigation costs and expenses in an amount not to exceed sixteen thousand dollars (\$16,000.00) ("Attorneys' Fees and Costs") subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars (\$7,500.00) ("Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated to be nine thousand dollars (\$9,000.00) ("Administration Expenses") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payment and Individual PAGA Payment amounts, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. PAGA Employees may not opt out or exclude themselves from the PAGA Settlement and will receive their Individual PAGA Settlement, if eligible, regardless of whether they opt out of the Class Settlement. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you must submit a valid and timely written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by first class U.S. mail, that is postmarked **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement indicating that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the

release of claims stated in Section III.D above that do not arise under PAGA), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement will be bound by all terms of the Class Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, PAGA Employees will receive their Individual PAGA Payment and will be bound to the PAGA Settlement, irrespective of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by mailing a timely and complete written objection to the Settlement Administrator (“Objection”).

The Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator, at the address listed in Section IV.B. above, postmarked **on or before [Response Deadline]**.

You may still appear at the Final Approval Hearing to assert objections to the settlement even if you have not submitted a proper written Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Department **25** of the Gordon D. Schaber Sacramento County Superior Court, 720 9th St, Sacramento, CA 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award of Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. If you plan to appear at the Final Approval Hearing, you must comply with the Court’s rules regarding social distancing and masks found at: <https://www.saccourt.ca.gov/general/coronavirus.aspx>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Class Action and PAGA Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action by visiting the Gordon D. Schaber Courthouse general civil support service, located at 720 9th St, Sacramento, CA 95814. You can also access documents filed, to the extent they have been imaged for online access, and obtain basic information regarding hearing dates and filings in the Action, at the Public Case Access System section of the Court’s website (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.