Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

EULALIA TRINIDAD, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

GROUNDWORK COFFEE LLC, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV09758

Honorable Stuart M. Rice
Department SSC1

CLASS ACTION

DECLARATION OF YASMIN HOSSEINI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; Declaration of Proposed Class Representatives (Eulalia Trinidad and Marko Asaulyuk); and [Proposed] Order filed concurrently herewith]

Date:	October 30, 2023
Time:	10:30 a.m.
Department:	SSC1
Complaint Filed:	March 22, 2019
Trial Date:	None Set

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

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DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini**,** 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 Plaintiffs Eulalia Trinidad and Marko Asaulyuk (together, "Plaintiffs"). 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 Plaintiffs 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 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he 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. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has

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Glendale. California 91203

worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including, but not limited to, those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

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6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

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

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

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of

misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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

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

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

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

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

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

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

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

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

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

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt

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employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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

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

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

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA

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representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

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

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

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

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

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

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

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of

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hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

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

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

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

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

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

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On

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September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

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

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

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, ZB, N.A. v. Superior Court (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

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

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

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand, and Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan (together, "Defendants"), on the other hand (collectively, the "Parties"). The Parties used the Los Angeles Superior Court's [Model] Class Action Settlement Agreement and Class

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Notice ("Model Agreement") as a template for the negotiation of the Settlement Agreement. A redline version of the Model Agreement as comparted to the finalized Settlement Agreement is attached hereto as **"EXHIBIT 2."** The Parties and their counsel have approved the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

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

10. Class Counsel have litigated the matters for over four (4) years and was actively preparing the matters for class certification and trial. The Parties engaged in extensive settlement negotiations and participated two (2) formal, full-day mediations conducted by Hon. Michael Latin (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediations and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, Defendants' financial condition, 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. Defendants and their counsel felt strongly about their ability to prevail on the merits and at

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certification, and Plaintiffs and Class 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 evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' 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 Plaintiffs and Participating Class Members and of the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the State of California, against the Released Parties.

11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs, a detailed sampling of Class Members' time and pay data, Defendants' Employee Handbook, earning statements, job description, company policy acknowledgements (Handbook Acknowledgement and Agreement), internal memoranda, operations and employment practices, forms, procedures, and policies (including but not limited to Code of Conduct, Audio Video Monitoring, Meal Break Waiver Choice), among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediations. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediations, and settlement negotiations, among other tasks.

12. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA

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claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

13. The Settlement provides for a Gross Settlement Amount of Five Hundred Thousand Dollars ($500,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to approval by the Court: Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representatives Service Payments to Plaintiffs, Administration Costs to Administrator, and the PAGA Penalties allocated to penalties under PAGA. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is currently estimated to be Two Hundred Twenty-Two Thousand Three Hundred Fifty Dollars ($220,000.00). Additionally, 25% of the PAGA Penalties, which is $12,500.00 out of $50,000.00, will be distributed to Aggrieved Employees on a *pro rata* basis. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement.

14. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Administrator") to handle the notice and settlement administration. The Parties respectfully request that the Court appoint ILYM to handle these procedures and serve as the Administrator. Defendants will provide the Settlement Administrator with a list of Class Members that Defendants will compile from its records, which will include each Class Member's full name, last known mailing address, Social Security Number, and number of Workweeks and/or PAGA Pay Periods (collectively, "Class Data"), and the Administrator will calculate each Participating Class Member's estimated *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's *pro rata* share of the 25% portion of the PAGA Penalties ("Individual PAGA Payment"). The Administrator's duties will include: printing, distributing, and tracking Class Notices and other documents for this settlement, calculating and distributing payments due under the Settlement issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth in the Settlement. Administration Costs are currently estimated not to

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exceed Fifteen Thousand Dollars ($15,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

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

16. Class Counsel are aware of the defenses and position of Defendants, but believe that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class

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Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

17. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that the lawsuit are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the potential claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $175,000.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand ($25,000.00) which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

19. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars ($7,500.00) to each Plaintiff as a Class Representative Service Payment, for total of $15,000.00, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment

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records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs each to receive Class Representative Service Payments, in addition to their individual settlement payments, for their services on behalf of the Class, Aggrieved Employees, and the State of California.

20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class 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 cases, 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 17th day of October 2023, at Glendale, California.

Yasmin Hosseini

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Eulalia Trinidad ("Plaintiff Trinidad") and plaintiff Marko Asaulyuk (together, "Plaintiffs") and defendants Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan (together, "Defendants"), in the lawsuits entitled *Eulalia Trinidad v. Groundwork Coffee, LLC,* Los Angeles Superior Court Case No. 19STCV09758 (the "Trinidad Action") and *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan,* Los Angeles Superior Court Case No. 22SMCV00018 (the "Asaulyuk Action") (collectively, the "Litigation"). The Agreement refers to Plaintiffs and Defendants (in both the Trinidad Action and the Asaulyuk Action) collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Administrator" means ILYM, Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Parties and approved by the Court in connection with Preliminary Approval of the Settlement.

1.3. "Aggrieved Employee" means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the PAGA Period.

1.4. "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the Class Period.

1.5. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, and Kyla Buenaventura of Lawyers *for* Justice, PC and all the lawyers of this firm acting on behalf of Plaintiffs and the Class.

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

1.7. "Class Data" means Class Member identifying information in Defendants' possession including each Class Member's full name, last-known mailing address, Social Security number, and number of Workweeks and/or PAGA Pay Periods (as defined below).

1.8. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as "**Exhibit A**" and incorporated by reference into this Agreement.

1.10. "Class Period" means the period from March 22, 2015 to the date 60,000 Workweeks is reached (as determined by the Administrator).

1.11. "Class Representatives" or "Plaintiffs" means Eulalia Trinidad and Marko Asaulyuk.

1.12. "Class Representatives Service Payments" means the payment to the Class Representatives for initiating the Litigation and providing services in support of the Litigation.

1.13. "Class Settlement" means the settlement and resolution of the Released Class Claims.

1.14. "Court" means the Superior Court of California, County of Los Angeles.

1.15. "Defendants" mean named Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan.

1.16. "Defense Counsel" means Al De La Cruz and Richard Mojica of Manning & Kass, Ellrod, Ramirez, Trester LLP.

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

1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

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

1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means Five Hundred Thousand Dollars and Zero Cents ($500,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, and the Administrator's Costs.

1.22. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.23. "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 3.2.7 below.

1.24. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 3.2.5.

1.25. "Litigation" means (1) Plaintiff Trinidad's class action lawsuit alleging wage and hour violations against Defendant Groundwork Coffee, LLC captioned *Eulalia Trinidad v. Groundwork Coffee LLC*, initiated on March 22, 2019, Los Angeles Superior Court Case No. 19STCV09758 and (2) Plaintiff Asaulyuk's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Marko Asaulyuk v. Groundwork Coffee LLC, et al.*, initiated on January 7, 2022, Los Angeles Superior Court Case No. 22SMCV00018.

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

1.27. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., encompassing Plaintiff Trinidad's Class claims and

Plaintiff Asaulyuk's PAGA claims filed in conjunction with this Settlement Agreement and attached as "**Exhibit B**" hereto.

1.31. "PAGA Pay Period" means the number of weeks each Aggrieved Employee worked for Defendants as an hourly-paid or non-exempt employee within California during the PAGA Period, which information will be provided to the Administrator by Defendants. PAGA Pay Periods are calculated by the Administrator using the information to be provided by Defendants by way of the Class Data, by counting the number of days between start and end dates of employment during the PAGA Period, as reflected in the Class Data, and divide by seven and round up to the nearest whole number.

1.32. "PAGA Period" means the period from November 3, 2020 to May 16, 2023.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. "PAGA Notices" mean Plaintiff Asaulyuk's November 3, 2021 letter and Plaintiff Trinidad's November 12, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties, in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($12,500.00) and the 75% to the LWDA ($37,500.00) in settlement of PAGA claims.

1.36. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

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

1.38. "Plaintiff Asaulyuk" means Marko Asaulyuk, the named plaintiff in the Asaulyuk Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.43. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, divisions, predecessors, successors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, affiliates., joint employers, clients, customers, suppliers, and vendors.

1.44. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, in accordance with the requirements set forth in Paragraph 7.5.1 below.

1.45. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, or (b) mail his or her Objection to the Class Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned as undeliverable to the Administrator.

1.46. "Workweeks" means the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California during the Class Period, which information will be provided to the Administrator by Defendants. Workweeks are calculated by the Administrator, using the information to be provided by Defendants by way of the Class Data, by counting the number of days between start and end dates of employment during the Class Period, as reflected in the Class Data, and divide by seven and round up to the nearest whole number.

2. RECITALS.

2.1. On March 22, 2019, Plaintiff Trinidad commenced the class action lawsuit entitled *Eulalia Trinidad v. Groundwork Coffee, LLC* in the Superior Court of California for the County of Los Angeles, Case No. 19STCV09758 (i.e., Trinidad Action), by filing the Class Action Complaint for Damages, which alleges one cause of action under California Business & Professions Code sections 17200, *et seq*.

2.2. On November 3, 2021, Plaintiff Asaulyuk provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Asaulyuk PAGA Notice"). On November 12, 2021, Plaintiff Trinidad provided written notice to the LWDA and Defendant Groundwork Coffee, LLC of the specific provisions of the California Labor Code that Defendants allegedly violated ("Trinidad PAGA Notice") (together, with the Asaulyuk PAGA Notice, "PAGA Notices"). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices. On January 7, 2022, Plaintiff Asaulyuk commenced the Asaulyuk action entitled *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan* in the Superior Court of California for the County of Los Angeles, Case No. 22SMCV00018 (i.e., Asaulyuk Action), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et

Seq., alleging one cause of action against Defendants for civil penalties under California Labor Code § 2698, et seq. For the purposes of effectuating this Settlement, the Parties will stipulate that Plaintiff Trinidad shall file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Trinidad Action, to allege a violation of the California Private Attorneys General Act ("PAGA") as to Plaintiff Asaulyuk. Thereafter, Plaintiffs agree to dismiss the Asaulyuk Action without prejudice.

2.2 Defendants have denied the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Trinidad Action and Asaulyuk Action, deny all material allegations set forth in the Operative Complaint, deny any and all liability for the causes of action alleged, and have asserted affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Litigation, Released Class Claims, and Released PAGA Claims.

2.3. On November 2, 2020, the Parties participated in an all-day mediation presided over by Honorable Michael Latin (Ret.) and a second all-day mediation presided over by Honorable Michael Latin (Ret.) on October 26, 2021. Although the parties did not reach a resolution during the mediations, the Parties engaged in extensive settlement negotiations, which led to this Agreement to settle the Litigation.

2.4. Prior to the mediations, Plaintiffs obtained, through formal and informal discovery, Plaintiff Trinidad's deposition, a random sampling of Class Members' time and pay records, as well as information and documents concerning the claims set forth in the Litigation, including but not limited to, Defendants' employee handbook, datapoints, including and not limited to, information regarding the number of Class Members and Aggrieved Employees, the number of workweeks worked by the Class Members, the number of pay periods worked by the Aggrieved Employees, and the average rate of pay of the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification, as the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified. The Parties stipulate to class certification for purposes of Settlement only as to the Class Settlement and related to the Released Class Claims.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants will pay $500,000.00 and no more as the Gross Settlement Amount and will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendants have no

obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representatives Service Payments to the Class Representatives of not more than Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to each Plaintiff, for a total of Fifteen Thousand Dollars and Zero Cents ($15,000.00) (in addition to any Individual Settlement Payment and/or any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representatives Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representatives Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representatives Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00), and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the Litigation, including without limitation all work performed to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised, and any appeals necessitated by those objections. Class Counsel shall be solely and legally

responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Costs. Any portion of the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members.

3.2.3. To the Administrator: The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under as approved by the Court. The Administration Costs, are currently estimated not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00). To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4. PAGA Penalties: Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) from the Gross Settlement Amount will be allocated toward penalties under PAGA ("PAGA Penalties"), of which seventy-five percent (75%), or $37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, $12,500.00, will be distributed to Aggrieved Employees on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., Individual PAGA Payment). Any portion of the PAGA Penalties not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members

3.2.5. Individual Settlement Share Calculations: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees' PAGA Pay Periods, as follows: The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e. $12,500.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3.2.7. Tax Allocation of Individual Settlement Payments and Individual PAGA Payments. Twenty percent (20%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of claims for penalties, interest, and non-wage damages (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify

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

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator as follows:

4.2.1. Within thirty (30) calendar days of Final Approval, the Administrator will establish a Qualified Settlement Amount for administration of the Settlement ("Settlement Fund Account"). Defendants will deposit $250,000.00 into the Settlement Fund Account established by the Settlement Administrator ("Payment 1").

4.2.2. Six (6) months after Payment 1, Defendants will deposit $125,000.00, plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account established by the Administrator ("Payment 2").

4.2.3. Six (6) months after Payment 2, Defendants will deposit $125,000.00 into the Settlement Fund Account established by the Administrator ("Payment 3").

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Payment 2 has been deposited, the Administrator will mail checks due under the Settlement and approved by the Court, as follows: all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may

send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3. For any Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California's Controller's Office Unclaimed Property Division, in the name of the Participating Class Member and/or Aggrieved Employee and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Section 384. The Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. Participating Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement and Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

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

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the Gross Settlement Amount and full funding of all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, Plaintiffs, all Participating Class Members, the State of California and Aggrieved Employees will release or be deemed to release claims against all Released Parties as follows:

5.1. General Release of Claims by Plaintiffs. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs will be deemed to have fully, finally,

and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendants, separation of employment from Defendants, whether known or unknown, arising under any federal or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are not known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

5.2. Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged in the Operative Complaint and ascertained in the course of the Litigation, including any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and

the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Released PAGA Claims by Aggrieved Employees: The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the Operative Complaint, Asaulyuk Complaint, PAGA Notices, and ascertained in the course of the Litigation for violations of California Labor Code section 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders 4-2001, 5-2001 and 7-2001.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court (including remote appearances) to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected and will ask the Court to appoint ILYM Group, Inc. ("ILYM") to serve as the Administrator and to serve as the Administrator and to perform all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4. Notice to Class Members.

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

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

7.4.3. The Administrator shall mail and re-mail (as applicable) the Class Notice to Class Members under the terms set forth above.

7.4.4. The deadlines for Class Members' written objections to the Class Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion from the Class Settlement (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four

digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Aggrieved Employees cannot request exclusion as to the PAGA Settlement and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

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

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

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

7.6. Challenges to Calculations of Workweeks/PAGA Pay Periods. Each Class Member and Aggrieved Employee shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. A dispute to the calculations of Workweeks must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the

number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Class Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator by mail. In the alternative or in addition to his or her written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.7.3. A Class Member's written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the Litigation; (c) contain the Class Member's full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

7.7.4. Non-Participating Class Members have no right to object to any of the class action components of the Class Settlement. Class Members may not object to the PAGA Settlement.

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

7.8.1. Website and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives Service Payments, the Final Approval and the Judgment on a portion of its website. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

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

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

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

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

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

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

8. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,

including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

10. ADDITIONAL PROVISIONS.

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

10.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or

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

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

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

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

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

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

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

10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.

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

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

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

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

10.14. Use and Return of Class Data. To the extent that Class Data provided to Class Counsel by the Administrator in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data. Notwithstanding this provision, Class Counsel is entitled to retain an archival copy of all pleadings, motion papers, deposition transcripts, hearing transcripts, legal memoranda, correspondence, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Class Data.

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

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

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

To Plaintiffs and Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants:
Al De La Cruz, Esq.
Richard Mojica, Esq.
MANNING & KASS,
ELLROD, RAMIREZ, &
TRESTER, LLP
225 Broadway, Suite 1200
San Diego, California 92101

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

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

IT IS SO AGREED.

PLAINTIFF EULALIA TRINIDAD

Dated: 10/16/2023

Eulalia Trinidad, Plaintiff

PLAINTIFF MARKO ASAULYUK

Dated: _____

Marko Asaulyuk, Plaintiff

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

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

To Plaintiffs and Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants:
Al De La Cruz, Esq.
Richard Mojica, Esq.
MANNING & KASS, ELLROD, RAMIREZ, & TRESTER, LLP
225 Broadway, Suite 1200
San Diego, California 92101

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

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

IT IS SO AGREED.

PLAINTIFF EULALIA TRINIDAD

Dated: _____

_____
Eulalia Trinidad, Plaintiff

PLAINTIFF MARKO ASAULYUK

Dated: 10/17/2023

Electronically Signed — Nintex AssureSign® — c7202aee-8c01-437f-b7b9-b09d013e76a3

Marko Asaulyuk, Plaintiff

DocuSign Envelope ID: 50C4E52C-D76C-4426-9FDC-418B3D3C256B

DEFENDANT GROUNDWORK COFFEE, LLC

Dated: 10/17/2023

Edward Cola

Full Name: Edward Cola

Title: Chief Executive Officer

On behalf of Groundwork Coffee, LLC

DEFENDANT GROUNDWORK COFFEE HOLDINGS, LLC

Dated: 10/17/2023

Edward Cola

Full Name: Edward Cola

Title: Chief Executive Officer

On behalf of Groundwork Coffee Holdings, LLC

DEFENDANT GROUNDWORK COFFEE ROASTERS, LLC

Dated: 10/17/2023

Edward Cola

Full Name: Edward Cola

Title: Chief Executive Officer

On behalf of Groundwork Coffee Roasters, LLC

DEFENDANT EDWARD COLA

Dated: 10/17/2023

Edward Cola

Edward Cola, Defendant
Chief Executive Officer

DEFENDANT STEVEN LEVAN

Dated: 10/17/2023

STEVEN LEVAN

Steven Levan, Defendant

APPROVED AS TO FORM ONLY:

Dated: October 17, 2023

By:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eulalia Trinidad and Marko Asaulyuk and Proposed Class Counsel

Dated: _____

By: _____

Richard Mojica
MANNING & KASS, RAMIREZ, ELLROD & TRESTER, LLP
Attorneys for Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan

DocuSign Envelope ID: 50C4E52C-D76C-4426-9FDC-418B3D3C256B

APPROVED AS TO FORM ONLY:

Dated: _____ By: _____
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eulalia Trinidad and Marko Asaulyuk and Proposed Class Counsel

Dated: October 17, 2023 By: _____
Richard Mojica
MANNING & KASS, RAMIREZ, ELLROD & TRESTER, LLP
Attorneys for Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan

EXHIBIT A

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

Eulalia Trinidad v. Groundwork Coffee LLC, Case No. 19STCV09758
Marko Asaulyuk v. Groundwork Coffee LLC; Groundwork Coffee Holdings, LLC; Groundwork Coffee Roasters, LLC; Edward Cola; Steven Levan, Case No. 22SMCV00018

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

You may be eligible to receive money from an employee class action lawsuit ("Trinidad Action") and a PAGA representative lawsuit ("Asaulyuk Action") against Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan ("Defendants") for alleged wage and hour violations. The Trinidad Action was filed by former employee Eulalia Trinidad ("Plaintiff Trinidad") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys' fees and costs for a class of all non-exempt or hourly-paid employees ("Class Members") who worked for Defendants in California during the Class Period (March 22, 2015 through the date 60,000 Workweeks is reached as to be determined by the Administrator). The Asaulyuk Action was filed by employee Marko Asaulyuk and seeks civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt or hourly-paid employees who worked for Defendants in California during the PAGA Period (November 3, 2020 to May 16, 2023) ("Aggrieved Employees").

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

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

The above estimates are based on Defendants' records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Workweeks** during the PAGA

Period. If you believe that you worked more Workweeks during the Class Period or PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

The Opt-out Deadline is _____	Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs' who pursued the Litigation on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs', but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs' if you think they are unreasonable. See Section **7** of this Notice. Aggrieved Employees cannot object to the PAGA Settlement.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ on [_____] at [_____]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and PAGA Period, as determined by the Administrator. Workweeks are calculated by the Administrator based on data from Defendants. The number of Workweeks you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. On March 22, 2019, Plaintiff Trinidad commenced the class action lawsuit entitled *Eulalia Trinidad v. Groundwork Coffee LLC* in the Superior Court of California for the County of Los Angeles, Case No. 19STCV09758 (i.e., Trinidad Action). On November 3, 2021, Plaintiff Asaulyuk provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Asaulyuk

PAGA Notice"). On November 12, 2021, Plaintiff Trinidad provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Trinidad PAGA Notice") (together, with the Asaulyuk PAGA Notice, "PAGA Notices"). On January 7, 2022, Plaintiff Asaulyuk commenced the PAGA action entitled *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan* in the Superior Court of California for the County of Los Angeles, Case No. 22SMCV00018 (i.e., Asaulyuk Action) (together with the Trinidad Action, "Litigation"). On [date], Plaintiffs filed the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Trinidad Action, consolidating the Trinidad Action and Asaulyuk Action (i.e., Operative Complaint). The Litigation accuses Defendants of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Litigation:

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

("Class Counsel.")

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

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement

is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay $500,000.000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Settlement in three (3) payments, the first payment to be paid not more than thirty (30) days after the Judgment entered by the Court become final The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to $175,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Litigation without payment.

B. Up to $7,500.00 to each Plaintiff (for a total of $15,000.00) as Class Representative Service Payments for filing the Litigation, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Settlement Payment and/or any Individual PAGA Payment.

C. Up to $15,000.00 to the Administrator for services administering the Settlement.

D. Up to $50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Participating Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member's Individual Settlement Payment to taxable wages ("Wage Portion") and 80% to penalties, interest, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to tax withholding and will be reported on IRS W-2 Forms. The Non-Wage Portion is not subject to wage withholdings. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.
Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

8. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion from the Class Settlement. The Administrator will also decide disputes regarding Workweeks or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or Released Parties for Released Class Claims.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, and vendors ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Litigation during the Class Period for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. ("Released Class Claims"). Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the

Individual Settlement Payments), the State of California and all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Released Parties based on the facts alleged in the Litigation during the PAGA Period and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, Asaulyuk Complaint, and the PAGA Notices and ascertained in the course of the Litigation for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks worked by the Final Workweek Value to yield his or her Individual Settlement Share.

2. Individual PAGA Payments. The Administrator will divide 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e., $12,500.00, by the PAGA Pay Periods worked by all Aggrieved Employees resulting in the PAGA Pay Period Value and then multiplying the PAGA Period Pay Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks credited to you. A dispute to the calculations of Workweeks must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes

information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as an Aggrieved Employee.

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

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

Submit a written and signed Request for Exclusion not later than the Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify one of the Litigation as *Eulalia Trinidad v. Groundwork Coffee LLC* Case No. 19STCV09758, and include your identifying information (full name, address, telephone number, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. A Class Member's written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the Litigation; (c) contain the Class Member's full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. **The deadline for sending written objections to the Administrator is _____.** Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Litigation, Case No. 19STCV09758. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
L A W Y E R S *for* J U S T I C E, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EULALIA TRINIDAD, individually, and on behalf of other members of the general public similarly situated; and MARKO ASAULYUK, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GROUNDWORK COFFEE LLC, an unknown business entity, GROUNDWORK COFFEE, LLC, a Delaware limited liability company; GROUNDWORK COFFEE HOLDINGS, LLC, a Delaware limited liability company; GROUNDWORK COFFEE ROASTERS, LLC, a Delaware limited liability company; EDWARD COLA, individually; STEVEN LEVAN, individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV09758

[PROPOSED] FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
(3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
(4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
(5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
(6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
(7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
(8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

COMES NOW, Plaintiff EULALIA TRINIDAD ("Plaintiff Trinidad"), individually, and on behalf of other members of the general public similarly situated, and MARKO ASAULYUK ("Plaintiff Asaulyuk") (together, "Plaintiffs") individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act ("PAGA"), allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars ($75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of Los Angeles.

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410 West Arden Avenue, Suite 203
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

PARTIES

5. Plaintiff EULALIA TRINIDAD is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff MARKO ASAULYUK is an individual residing in the State of California, County of Los Angeles.

7. Defendant GROUNDWORK COFFEE LLC, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant GROUNDWORK COFFEE HOLDINGS, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. Defendant GROUNDWORK COFFEE ROASTERS, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

10. Defendant EDWARD COLA at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant GROUNDWORK COFFEE, LLC, GROUNDWORK COFFEE HOLDINGS, LLC, and GROUNDWORK COFFEE ROASTERS, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

11. Defendant STEVEN LEVAN at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant GROUNDWORK COFFEE, LLC, GROUNDWORK COFFEE HOLDINGS, LLC, and GROUNDWORK COFFEE ROASTERS, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

12. At all relevant times, Defendant GROUNDWORK COFFEE LLC and was the

"employer" of Plaintiffs within the meaning of all applicable California state laws and statutes.

13. At all times herein relevant, Defendants GROUNDWORK COFFEE LLC, GROUNDWORK COFFEE HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS, LLC, EDWARD COLA, STEVEN LEVAN, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

14. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sues said defendants by such fictitious names. Plaintiffs are informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs, the other class members, and the other aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

15. Defendants GROUNDWORK COFFEE LLC, GROUNDWORK COFFEE HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS, LLC, EDWARD COLA, STEVEN LEVAN, and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

16. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the other aggrieved employees so as to make each of said defendants employers and employers liable under the statutory provisions set forth herein.

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

CLASS ACTION ALLEGATIONS

17. Plaintiff Trinidad brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

18. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt individuals employed by any of the Defendants within the State of California at any time during the period from March 22, 2015 to final judgment.

19. Plaintiff Trinidad reserves the right to establish subclasses as appropriate.

20. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff Trinidad at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff Trinidad's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff Trinidad will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff Trinidad has no interest that is antagonistic to the other class members. Plaintiff Trinidad's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff Trinidad has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been,

are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

21. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff Trinidad and the other class members to work over eight (8) hours per day, over forty (40) hours, and/or over six (6) days per week and failed to pay the legally required overtime compensation to Plaintiff Trinidad and the other class members;

d. Whether Defendants deprived Plaintiff Trinidad and the other class members of meal and/or rest periods or required Plaintiff Trinidad and the other class members to work during meal and/or rest periods without compensation;

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Glendale, California 91203

e. Whether Defendants failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff Trinidad and the other class members earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages in the same workweek;

f. Whether Defendants failed to pay minimum wages to Plaintiff Trinidad and the other class members for all hours worked;

g. Whether Defendants failed to pay all wages due to Plaintiff Trinidad and the other class members within the required time upon their discharge or resignation;

h. Whether Defendants failed to timely pay all wages due to Plaintiff Trinidad and the other class members during their employment;

i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;

j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

k. Whether Defendants failed to reimburse Plaintiff Trinidad and the other class members for necessary business-related expenses and costs;

l. Whether Defendants' conduct was willful or reckless;

m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

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o. Whether Plaintiff Trinidad and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

22. At all times herein set forth, PAGA was applicable to Plaintiff Asaulyuk's employment by Defendants.

23. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

24. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

25. Plaintiff Asaulyuk was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff Asaulyuk and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. b. The LWDA shall provide notice (hereinafter "LWDA Notice") to

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410 West Arden Avenue, Suite 203
Glendale, California 91203

the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

27. On November 3, 2021, Plaintiff Asaulyuk provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants GROUNDWORK COFFEE, LLC, GROUNDWORK COFFEE HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS, LLC, EDWARD COLA, and STEVEN LEVAN of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, in accordance with the applicable filing fee of seventy-five dollars ($75). Plaintiff Asaulyuk did not receive an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

28. Therefore, Plaintiff Asaulyuk has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, as well as all applicable Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order Nos. 4-2001, 5-2001, and 7-2001.

GENERAL ALLEGATIONS

29. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

30. Defendants, jointly and severally, employed Plaintiff Trinidad as an hourly-paid, non-exempt employee from approximately August 2014 to approximately September 2015, in

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410 West Arden Avenue, Suite 203
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the State of California, County of Los Angeles.

31. Defendants, jointly and severally, employed Plaintiff Asaulyuk as an hourly-paid, non-exempt employee from approximately January 2018 to approximately December 2018, March 2019 to approximately October 2019, and from approximately December 2020 to approximately August 2021 in the State of California, County of Los Angeles.

32. Defendants hired Plaintiffs, the other class members, and the other aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, short, late, and/or interrupted meal periods and/or rest breaks.

33. Defendants had the authority to hire and terminate Plaintiffs, the other class members, and the other aggrieved employees to set work rules and conditions governing Plaintiffs', the other class members', and the other aggrieved employees' employment, and to supervise their daily employment activities.

34. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs', the other class members', and the other aggrieved employees' employment for them to be joint employers of Plaintiffs, the other class members, and the other aggrieved employees.

35. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class members, and the other aggrieved employees.

36. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

37. Plaintiffs, the other class members, and the other aggrieved employees worked over eight (8) hours in a day, forty (40) hours, and/or six (6) days in a workweek during their employment with Defendants.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees and within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

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410 West Arden Avenue, Suite 203
Glendale, California 91203

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs, the other class members, and the other aggrieved employees earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages in the same workweek.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs, the other class members, and the other aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when a meal period was missed, short, late, or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs, the other class members', and the other aggrieved employees' regular rate of pay when a meal period was missed, short, late, or interrupted.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when

a rest period was missed, short, late, or interrupted and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed, short, late, or interrupted.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the other class members, and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

47. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the other class members, and the other aggrieved employees were not provided with a day of rest as required by California Labor Code sections 551 and 552, because they were required to regularly worked in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days, without accumulating or being provided the opportunity to take at least one (1) day of rest, and when they accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

48. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved

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410 West Arden Avenue, Suite 203
Glendale, California 91203

employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to include the total number of hours worked by Plaintiffs, the other class members, and the other aggrieved employees, including work performed off-the-clock.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, but not limited to, the costs of using personal phones for business-related purposes, complying with dress code requirements, and purchasing equipment necessary to perform job duties.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the other class members, and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

52. During the relevant time period, Defendants failed to provide notice to Plaintiffs, the other class members, and the other aggrieved employees as required by California Labor Code section 2810.5.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members were required to work more than eight (8) hours per day, forty (40) hours per week, and/or for the first eight (8) hours worked on the seventh day work in

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a workweek.

54. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

55. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

56. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

57. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

58. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

59. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

60. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

61. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

62. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

63. Plaintiff Trinidad incorporates by reference the allegations contained in Paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

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64. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

65. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff Trinidad and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, or for the first eight (8) hours worked on the seventh day of work in a workweek.

66. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff Trinidad and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

67. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

68. During the relevant time period, Plaintiff Trinidad and the other class members worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or seven (7) consecutive days in a workweek.

69. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff Trinidad and the other class members.

70. Defendants' failure to pay Plaintiff Trinidad and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

71. Pursuant to California Labor Code section 1194, Plaintiff Trinidad and the other

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410 West Arden Avenue, Suite 203
Glendale, California 91203

class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

72. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

73. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff Trinidad's and the other class members' employment by Defendants.

74. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

75. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

76. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

77. During the relevant time period, Plaintiff Trinidad and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not

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410 West Arden Avenue, Suite 203
Glendale, California 91203

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410 West Arden Avenue, Suite 203
Glendale, California 91203

waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

78. During the relevant time period, Plaintiff Trinidad and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

79. During the relevant time period, Defendants intentionally and willfully required Plaintiff Trinidad and the other class members to work during meal periods and failed to compensate Plaintiff Trinidad and the other class members the full meal period premium for work performed during meal periods.

80. During the relevant time period, Defendants failed to pay Plaintiff Trinidad and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

82. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff Trinidad and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

83. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff Trinidad's and the other class members'

employment by Defendants.

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

86. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

87. During the relevant time period, Defendants required Plaintiff Trinidad and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. Defendants also required Plaintiff Trinidad and other class members to remain on the premises during rest periods.

88. During the relevant time period, Defendants willfully required Plaintiff Trinidad and the other class members to work during rest periods and failed to pay Plaintiff Trinidad and the other class members the full rest period premium for work performed during rest periods.

89. During the relevant time period, Defendants failed to pay Plaintiff Trinidad and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff Trinidad and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

92. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

94. During the relevant time period, Defendants failed to pay minimum wages and all compensation earned to Plaintiff Trinidad and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages also included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff Trinidad and the other class members worked off-the-clock performing work duties.

95. Defendants' failure to pay Plaintiff Trinidad and the other class members minimum wages and all compensation due as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff Trinidad and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

96. Pursuant to California Labor Code section 1197.1, Plaintiff Trinidad and the other class members are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

97. Pursuant to California Labor Code section 1194.2, Plaintiff Trinidad and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

98. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff Trinidad and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff Trinidad and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, all wages due (including and not limited to, wages for time worked off-the-clock to perform work duties) and for meal and rest period premium payments.

101. Defendants' failure to pay Plaintiff Trinidad and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

102. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

103. Plaintiff Trinidad and the other class members are entitled to recover from

Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

104. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

108. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff Trinidad and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

109. Plaintiff Trinidad and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

110. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

112. Defendants have intentionally and willfully failed to provide Plaintiff Trinidad and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff Trinidad and the other class members.

113. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff Trinidad and the other class members have suffered injury and damage to their statutorily-protected rights.

114. More specifically, Plaintiff Trinidad and the other class members have been

injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

115. Plaintiff Trinidad and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

116. Plaintiff Trinidad and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

117. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

118. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

119. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff Trinidad and the other class members.

120. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff Trinidad and the other class members have suffered injury and damage to their

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

statutorily-protected rights.

121. More specifically, Plaintiff Trinidad and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

122. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

124. Plaintiff Trinidad and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

125. Defendants have intentionally and willfully failed to reimburse Plaintiff Trinidad and the other class members for all necessary business-related expenses and costs including, but not limited to, costs of using personal phones for business purposes, complying with dress code requirements, and purchasing equipment necessary for work duties.

126. Plaintiff Trinidad and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

127. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff Trinidad, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff Trinidad seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

129. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

130. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff Trinidad and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff Trinidad and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202, 203, and 204. Defendants failure to provide compliant wage statements, maintain requisite payroll records, and reimburse business expenses, also violated California Labor Code sections 226(a), 551, 552, 1174(d), 2800, and 2802.

131. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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132. Plaintiff Trinidad and the other class members have been personally injured and continue to be injured by Defendants' unlawful business acts and practices as alleged herein, including, but not necessarily limited to, the loss of money and/or property.

133. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiff Trinidad and the other class members are entitled to restitution of the wages and other monies wrongfully withheld and retained by Defendants pursuant to California Labor Code sections 510 and 1198.

134. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiff Trinidad and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences March 22, 2015; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

135. Plaintiff Asaulyuk incorporates by reference the allegations contained in paragraphs 1 through 134, and each and every part thereof with the same force and effect as though fully set forth herein.

136. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

137. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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138. Plaintiff Asaulyuk and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

139. Defendants' failure to pay legally required overtime wages to Plaintiff Asaulyuk and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

140. Defendants' failure to provide legally required meal periods to Plaintiff Asaulyuk and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

141. Defendants' failure to provide legally required rest periods to Plaintiff Asaulyuk and the other aggrieved employees in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

142. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

143. Defendants' failure to timely pay wages to Plaintiff Asaulyuk and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

144. Defendants' failure to timely pay wages to Plaintiff Asaulyuk and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

145. Defendants' failure to provide complete and accurate wage statements to Plaintiff Asaulyuk and the other aggrieved employees in accordance of Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

146. Defendants' failure to keep complete or accurate payroll records relating to Plaintiff Trinidad and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Business & Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

147. Defendants' failure to reimburse Plaintiff Trinidad and the other aggrieved employees for necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

148. Pursuant to California Labor Code section 2699, Plaintiff Asaulyuk, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

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410 West Arden Avenue, Suite 203
Glendale, California 91203

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

149. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

150. Further, Plaintiff Asaulyuk is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff Trinidad, individually, and on behalf of other members of the general public similarly situated, and Plaintiff Asaulyuk on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Trinidad, individually and on behalf of all other members of the general public similarly situated and Plaintiff Asaulyuk on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff Trinidad be appointed as the representative of the Class;

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410 West Arden Avenue, Suite 203
Glendale, California 91203

3. That counsel for Plaintiffs be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff Trinidad and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff Trinidad and the other class members;

11. That the Court make an award to Plaintiff Trinidad and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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Glendale, California 91203

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff Trinidad and the other class members;

18. That the Court make an award to Plaintiff Trinidad and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff Trinidad and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff Trinidad and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

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28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff Trinidad and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff Trinidad and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff Trinidad and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff Trinidad and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff Trinidad and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff Trinidad and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff Trinidad and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff Trinidad and the other class members, failing to pay at least minimum wages to Plaintiff Trinidad and the other class members, failing to pay Plaintiff Trinidad's and

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410 West Arden Avenue, Suite 203
Glendale, California 91203

the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802.

54. For restitution of unpaid wages to Plaintiff Trinidad and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections and 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, as well as all applicable Industrial Welfare Commission Wage Orders, including without limitation, IWC Wage Order Nos. 4-2001, 5-2001, and 7-2001 and violations of any other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the conduct alleged;

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 17, 2023 **LAWYERS *for* JUSTICE, PC**

By: _____
Yasmin Hosseini
Attorneys for Plaintiffs

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

EXHIBIT 2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE~~[i]~~

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff ~~_____~~Eulalia Trinidad ("Plaintiff Trinidad") and ~~defendant XYZ _____ ("XYZ").~~plaintiff Marko Asaulyuk (together, "Plaintiffs") and defendants Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan (together, "Defendants"), in the lawsuits entitled *Eulalia Trinidad v. Groundwork Coffee, LLC*, Los Angeles Superior Court Case No. 19STCV09758 (the "Trinidad Action") and *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan*, Los Angeles Superior Court Case No. 22SMCV00018 (the "Asaulyuk Action") (collectively, the "Litigation"). The Agreement refers to ~~Plaintiff and XYZ~~Plaintiffs and Defendants (in both the Trinidad Action and the Asaulyuk Action) collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. ~~"Action" means the Plaintiff's lawsuit alleging wage and hour violations against XYZ captioned _____ initiated on _____ and pending in Superior Court of the State of California, County of Los Angeles.~~

~~1.2.~~ "Administrator" means ~~_____,~~ILYM, Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.~~3~~2. "Administration ~~Expenses Payment~~Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Parties and approved by the Court in connection with Preliminary Approval of the Settlement.

1.~~4~~3. "Aggrieved Employee" means ~~[e.g., a person employed by XYZ~~all current and former hourly-paid or non-exempt employees of Defendants in California ~~and classified as a _____ who worked for XYZ~~ employed during the PAGA Period~~].~~ .

1.~~5~~4. "Class" or "Class Member(s)" means ~~[define class e.g., all persons employed by XYZ~~all current and former hourly-paid or non-exempt employees of Defendants in California ~~and classified as _____ who worked for XYZ~~ employed during the Class Period~~].~~.

~~1.6.~~1.5. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, and Kyla Buenaventura of Lawyers *for* Justice, PC and all the lawyers of this firm acting on behalf of Plaintiffs and the Class.

1.6. ~~"Class Counsel" means _____.~~

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

1.7.~~1.8.~~ "Class Data" means Class Member identifying information in ~~XYZ's~~Defendants' possession including ~~the~~each Class Member's full name, last-known mailing address, Social Security number, ~~,~~ and number of ~~Class Period~~ Workweeks and/or PAGA Pay Periods~~.~~

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

1.8.~~1.10.~~ "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9.~~1.11.~~ "Class Notice" means the ~~COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL~~Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as "**Exhibit A**" and incorporated by reference into this Agreement.

1.10.
~~1.12.~~ "Class Period" means the period from _____March 22, 2015 to _____.[ii]

~~1.13. "Class Representative" means~~ the ~~named Plaintiff in~~date 60,000 Workweeks is reached (as determined by the ~~operative complaint in~~ Administrator).
~~the Action seeking Court approval to serve as a~~
1.11.~~Class Representative.~~

"Class Representatives" or "Plaintiffs" means Eulalia Trinidad and Marko Asaulyuk.

1.12. ~~1.14.~~ "Class ~~Representative~~Representatives Service ~~Payment~~Payments" means the payment to the Class ~~Representative~~Representatives for initiating the ~~Action~~Litigation and providing services in support of the ~~Action~~Litigation.

1.13. "Class Settlement" means the settlement and resolution of the Released Class Claims.

1.14.

~~1.15.~~ "Court" means the Superior Court of California, County of Los Angeles.

1.15. "Defendants" mean named Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan.

1.16. ~~"XYZ" means named Defendant _____.~~

~~1.17.~~ "Defense Counsel" means ~~_____.~~Al De La Cruz and Richard Mojica of Manning & Kass, Ellrod, Ramirez, Trester LLP.

1.~~18.~~17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.~~19.~~18. "Final Approval" means the Court's order granting final approval of the Settlement.

1.~~20.~~19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.~~21.~~20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.~~22.~~21. "Gross Settlement Amount" means ~~$_____~~Five Hundred Thousand Dollars and Zero Cents ($500,000.00) which is the total amount ~~XYZ agrees~~Defendants agree to pay under the Settlement ~~except as provided in Paragraph 9 below.~~. The Gross Settlement Amount will be used to pay Individual ~~Class~~Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class ~~Representative~~Representatives Service ~~Payment~~Payments, and the Administrator's ~~Expenses.~~Costs.

1.22.~~1.23.~~ ~~"Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.~~

~~1.24.~~ "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

1.23. "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 3.2.7 below.

1.24.
~~1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.~~

"Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 3.2.5.

1.25. "Litigation" means (1) Plaintiff Trinidad's class action lawsuit alleging wage and hour violations against Defendant Groundwork Coffee, LLC captioned *Eulalia Trinidad v. Groundwork Coffee LLC*, initiated on March 22, 2019, Los Angeles Superior Court Case No. 19STCV09758 and (2) Plaintiff Asaulyuk's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Marko Asaulyuk v. Groundwork Coffee LLC, et al.*, initiated on January 7, 2022, Los Angeles Superior Court Case No. 22SMCV00018.

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

1.27. "LWDA PAGA Payment" means ~~the~~ 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class ~~Representative~~Representatives Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration ~~Expenses Payment.~~Costs. The remainder is to be paid to Participating Class Members as Individual ~~Class~~Settlement Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., encompassing Plaintiff Trinidad's Class claims and Plaintiff Asaulyuk's PAGA claims filed in conjunction with this Settlement Agreement and attached as "**Exhibit B**" hereto.

1.31. "PAGA Pay Period" means ~~any Pay Period during which an~~the number of weeks each Aggrieved Employee worked for ~~XYZ for at least one day~~Defendants as an hourly-paid or non-exempt employee within California during the PAGA Period, which

information will be provided to the Administrator by Defendants. PAGA Pay Periods are calculated by the Administrator using the information to be provided by Defendants by way of the Class Data, by counting the number of days between start and end dates of employment during the PAGA Period.

, as reflected in the Class Data, and divide by seven and round up to the nearest whole number.

1.31. 32. "PAGA Period" means the period from _____ to _____.[iii]

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).November 3, 2020 to May 16, 2023.

1.33. "PAGA Notice" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. Plaintiff's _____"PAGA Notices" mean Plaintiff Asaulyuk's November 3, 2021 letter to XYZand Plaintiff Trinidad's November 12, 2021 letter to Defendants and the LWDA [and Plaintiff's _____ letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(. (a).

1.35.
1.34. "PAGA Penalties" means the total amount of PAGA civil penalties, in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (_____)($12,500.00) and the 75% to the LWDA (_____)($37,500.00) in settlement of PAGA claims.

1.36. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

1.37.
1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.36. 38. "Plaintiff Asaulyuk" means _____,Marko Asaulyuk, the named plaintiff in the Asaulyuk Action.

1.37. 39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "1.40. "Preliminary Approval Order"" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.~~39.~~ 41. "Released Class Claims" means the claims being released as described in Paragraph ~~6~~5.2 below.

~~1.40.~~ 1.42. "Released PAGA Claims" means the claims being released as described in Paragraph ~~6.2~~5.3 below.

1.~~41.~~ 43. "Released Parties" means: ~~XYZ~~Defendants and each of its former and present directors, officers, shareholders, owners, ~~[members],~~ attorneys, insurers, divisions, predecessors, successors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns~~[~~, subrogees, executors, partners, parents, subsidiaries~~]~~ ~~[~~, affiliates~~]~~., joint employers, clients, customers, suppliers, and vendors.

1.~~42.~~ 44. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, in accordance with the requirements set forth in Paragraph 7.5.1 below.

1.~~43.~~ "45. "Response Deadline"" means ~~[e.g., sixty (60]~~) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) ~~fax, email, or~~ mail Requests for Exclusion from the Class Settlement, or (b) ~~fax, email, or~~ mail his or her Objection to the Class Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom ~~Notice Packets~~Class Notices are resent after having been returned as undeliverable to the Administrator ~~shall have an additional 14 calendar days beyond the Response Deadline has expired~~.

~~1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.~~

~~1.45. "Workweek" means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.~~[iv]
1.46. "Workweeks" means the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California during the Class Period, which information will be provided to the Administrator by Defendants. Workweeks are calculated by the Administrator, using the information to be provided by Defendants by way of the Class Data, by counting the number of days between start and end dates of employment during the Class Period, as reflected in the Class Data, and divide by seven and round up to the nearest whole number.

2. RECITALS.

2.1. On ~~_____,~~March 22, 2019, Plaintiff Trinidad commenced ~~this~~ the class action lawsuit entitled *Eulalia Trinidad v. Groundwork Coffee, LLC* in the Superior Court of California for the County of Los Angeles, Case No. 19STCV09758 (i.e., Trinidad Action), by filing ~~a~~ the Class Action Complaint for Damages, which alleges one cause of action under California Business & Professions Code sections 17200, *et seq.*

2.2. On November 3, 2021, Plaintiff Asaulyuk provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Asaulyuk PAGA Notice"). On November 12, 2021, Plaintiff Trinidad provided written notice to the LWDA and Defendant Groundwork Coffee, LLC of the specific provisions of the California Labor Code that Defendants allegedly violated ("Trinidad PAGA Notice") (together, with the Asaulyuk PAGA Notice, "PAGA Notices"). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices. On January 7, 2022, Plaintiff Asaulyuk commenced the Asaulyuk action entitled *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan* in the Superior Court of California for the County of Los Angeles, Case No. 22SMCV00018 (i.e., Asaulyuk Action), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., alleging ~~causes~~one cause of action against ~~XYZ~~Defendants for _____. ~~[The Complaint is~~civil penalties under California Labor Code § 2698, et seq. For the ~~operative complaint in~~purposes of effectuating this Settlement, the ~~Action (the "Operative Complaint.")] [On _____,~~Parties will stipulate that Plaintiff ~~filed~~Trinidad shall file a ~~[e.g.,~~ First Amended ~~Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint.")] XYZ denies~~Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Trinidad Action, to allege a violation of the California Private Attorneys General Act ("PAGA") as to Plaintiff Asaulyuk. Thereafter, Plaintiffs agree to dismiss the Asaulyuk Action without prejudice.

2.2 Defendants have denied the allegations in the Operative Complaint, ~~denies~~deny any failure to comply with the laws identified in the Trinidad Action and Asaulyuk Action, deny all material allegations set forth in the Operative Complaint ~~and denies~~, deny any and all liability for the causes of action alleged, and have asserted affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Litigation, Released Class Claims, and Released PAGA Claims.

~~2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

2.3. On ~~_____ (type in additional dates) _____, [the~~ November 2, 2020, the Parties participated in an all-day mediation presided over by ~~_____~~Honorable Michael Latin (Ret.) and a second all-day mediation presided over by Honorable Michael Latin (Ret.) on October 26, 2021. Although the parties did not reach a resolution during the mediations, the Parties engaged in extensive settlement negotiations, which led to this Agreement to settle the ~~Action (describe alternative means of negotiation).~~Litigation.

~~_____ (describe alternative means of negotiation) _____~~

2.4. Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff the mediations, Plaintiffs obtained, through ☐ formal ☐and informal discovery, (documents, testimony and Plaintiff Trinidad's deposition, a random sampling of Class Members' time and pay records, as well as information obtained) . Plaintiff'sand documents concerning the claims set forth in the Litigation, including but not limited to, Defendants' employee handbook, datapoints, including and not limited to, information regarding the number of Class Members and Aggrieved Employees, the number of workweeks worked by the Class Members, the number of pay periods worked by the Aggrieved Employees, and the average rate of pay of the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court ☐ has ☐ has not granted class certification. (insert details, as needed) the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified. The Parties stipulate to class certification for purposes of Settlement only as to the Class Settlement and related to the Released Class Claims.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZ promises toDefendants will pay $ $500,000.00 and no more as the Gross Settlement Amount [and towill separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] XYZ hasSettlement Shares. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement.[v] The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ.

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

3.2.1. To PlaintiffPlaintiffs: Class RepresentativeRepresentatives Service PaymentPayments to the Class

RepresentativeRepresentatives of not more than $_____Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to each Plaintiff, for a total of Fifteen Thousand Dollars and Zero Cents ($15,000.00) (in addition to any Individual Class Settlement Payment [and/or any Individual PAGA Payment] the Class Representative isRepresentatives are entitled to receive as a Participating Class Member). XYZ Defendants will not oppose Plaintiff's Plaintiffs' request for a Class RepresentativeRepresentatives Service PaymentPayments that doesdo not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, PlaintiffPlaintiffs will seek Court approval for any Class RepresentativeRepresentatives Service Payments no later than [sixteen (16) court] days prior to the Final Approval Hearing. If the Court approves a Class RepresentativeRepresentatives Service PaymentPayments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. to be distributed to Participating Class Members. The Administrator will pay the Class RepresentativeRepresentatives Service PaymentPayments using IRS Form 1099. Plaintiff assumes Plaintiffs assume full responsibility and liability for employee taxes owed on the Class RepresentativeRepresentatives Service PaymentPayments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than __%,35%, which is currently estimated to be $_____One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00), and a Class Counsel Litigation Expenses Payment of not more than $_____. XYZTwenty-Five Thousand Dollars and Zero Cents ($25,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [sixteen (16) court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZ harmless, and indemnifies XYZ, from any dispute or controversy regarding any division or sharing of any of these Payments.Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the Litigation, including without limitation all work performed to date, and all work to be performed and all costs to be incurred in connection with obtaining

the Court's approval of the Settlement, as well as any objections raised, and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Costs. Any portion of the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members.

3.2.3. To the Administrator: ~~An~~The Administrator ~~Expenses Payment not to exceed $_____ except~~will be paid for ~~a showing~~the reasonable costs of ~~good cause~~ administration of the Settlement and distribution of payments under as approved by the Court. ~~To the extent the~~The Administration ~~Expenses~~Costs, are ~~less or~~ currently estimated not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00). To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court ~~approves~~and deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment ~~less than $_____~~,to the Administrator ~~will retain the remainder in~~ to undertake the required settlement administration duties will become part of the Net Settlement Amount~~.~~

~~3.2.4. To Each~~ to be distributed to Participating Class Members.

3.2.4. ~~Member: An~~ PAGA Penalties: Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) from the Gross Settlement Amount will be allocated toward penalties under PAGA ("PAGA Penalties"), of which seventy-five percent (75%), or $37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, $12,500.00, will be distributed to Aggrieved Employees on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., Individual ~~Class~~PAGA Payment). Any portion of the PAGA Penalties not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members

3.2.5. Individual Settlement Share Calculations: Individual Settlement Shares will be calculated ~~by (~~and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a~~) dividing~~. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all ~~Participating~~ Class Members ~~during~~to yield the ~~Class Period~~"Estimated Workweek Value," and ~~(b) multiplying the result by~~multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class ~~Member's Workweeks.~~Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

~~3.2.4.1.~~ 3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees' PAGA Pay Periods, as follows: The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e. $12,500.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3.2.7. Tax Allocation of Individual ~~Class~~Settlement Payments~~. % _____~~ and Individual PAGA Payments. Twenty percent (20%) of each Participating Class Member's Individual ~~Class~~Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage ~~Portions are~~Portion is subject to tax withholding and will be reported on an IRS W-2 Form. ~~The % _____~~ Eighty percent (80%) of each Participating Class Member's Individual ~~Class~~Settlement Payment will be allocated to settlement of claims for ~~[e.g.,~~penalties, interest, and ~~penalties]~~non-wage damages (the "Non-Wage Portion").[vi] The Non-Wage ~~Portions are~~Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual ~~Class Payment~~Settlement Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

3.2.~~4.2~~8. Effect of Non-Participating Class Members on Calculation of Individual ~~Class~~Settlement Payments. Non-Participating Class Members will ~~no~~not receive any Individual ~~Class~~Settlement Payments. The Administrator will retain amounts equal to their Individual ~~Class~~Settlement Payments in the Net

Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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

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

~~3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. ~~Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks, and _____ of Aggrieved Employees who worked a total _____ of PAGA Pay Periods.~~

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

4.~~3~~2. Funding of Gross Settlement Amount. ~~XYZ~~Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendants' share of payroll taxes by transmitting the funds to the Administrator ~~no~~

later than [14]as follows:

4.2.1. Within thirty (30) calendar days of Final Approval, the Administrator will establish a Qualified Settlement Amount for administration of the Settlement ("Settlement Fund Account"). Defendants will deposit $250,000.00 into the Settlement Fund Account established by the Settlement Administrator ("Payment 1").

4.2.2. Six (6) months after the Effective Date.Payment 1, Defendants will deposit $125,000.00, plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account established by the Administrator ("Payment 2").

4.44.2.3. Six (6) months after Payment 2, Defendants will deposit $125,000.00 into the Settlement Fund Account established by the Administrator ("Payment 3").

4.3. Payments from the Gross Settlement Amount. Within [fourteen (14]) calendar days after XYZ funds the Gross Settlement AmountPayment 2 has been deposited, the Administrator will mail checks for due under the Settlement and approved by the Court, as follows: all Individual Class Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses PaymentCosts, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service PaymentPayments shall not precede disbursement of Individual ClassSettlement Payments and Individual PAGA Payments.

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

must update the recipients' mailing addresses using the National Change of Address Database.

4.~~4~~3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~retuned~~returned undelivered without USPS forwarding address. Within ~~[~~seven (7~~]~~) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.~~4~~3.3. For any Class Member whose Individual ~~Class~~Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~[~~to the ~~California Controller's~~State of California's Controller's Office Unclaimed Property ~~Fund~~Division, in the name of the Participating Class Member ~~thereby leaving~~ and/or Aggrieved Employee and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment. The Parties agree that this disposition results in no "unpaid residue" ~~subject to the requirements of~~under California ~~Code of~~ Civil Procedure Section 384~~, subd. (b).] [or to a Court-approved nonprofit organization or foundation consistent with Code~~. The Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of ~~Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____].~~ ~~The Parties,~~ any Individual Settlement Payment checks or Individual PAGA Payment checks. Participating Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class ~~Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient~~Settlement and Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

4.~~4~~3.4. The payment of Individual ~~Class~~Settlement Payments and Individual PAGA Payments shall not obligate ~~XYZ~~Defendants to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those

specified in this Agreement.

~~6~~5. **RELEASES OF CLAIMS**. Upon the Effective ~~on the date when XYZ fully funds the entire~~ Date and full funding of the Gross Settlement Amount and ~~funds~~full funding of all employer payroll taxes owed on the Wage Portion of the Individual ~~Class Payments, Plaintiff,~~Settlement Shares, Plaintiffs, all Participating Class Members, the State of California and ~~Class Counsel~~Aggrieved Employees will release or be deemed to release claims against all Released Parties as follows:

~~6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below]. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.~~

~~6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:~~

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

~~6.2 Release~~5.1. General Release of Claims by Plaintiffs. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendants, separation of employment from Defendants, whether known or unknown, arising under any federal or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code,

California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are not known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

5.2. Released Class Claims by Participating Class Members ~~Who Are Not Aggrieved Employees~~: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6~~all claims that were alleged, or reasonably could have been alleged in the Operative Complaint and ascertained in the course of the Litigation, including any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and

(10) violations of California Business & Professions Code sections 17200, *et seq*. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

~~6~~5.3 ~~Release.~~ Released PAGA Claims by ~~Non-Participating Class Members Who Are~~ Aggrieved Employees: ~~All~~The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, ~~based on the PAGA Period facts stated~~ in the Operative Complaint~~[,] [and] the~~, Asaulyuk Complaint, PAGA ~~Notice~~ [Notices, and ascertained in the course of the ~~Action][including, e.g., "(~~Litigation for violations of California Labor Code section 201, 202, 203, 204, 226(a~~) any~~), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and ~~all claims involving any alleged failure to pay minimum wage; etc.]~~.IWC Wage Orders 4-2001, 5-2001 and 7-2001.

~~7~~**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

~~7~~6.1 ~~XYZ's.~~ Defendants' Declaration in Support of Preliminary Approval. ~~Within ____ days of the full execution of this Agreement, XYZ~~Defendants will prepare and deliver to Class Counsel a signed Declaration from ~~XYZ~~Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator~~ and Cy Pres Recipient.~~ In their Declarations, Defense Counsel and ~~XYZ~~Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~7~~6.2 ~~Plaintiff's.~~ Plaintiffs' Responsibilities. ~~Plaintiff~~Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~[and/or the proposed Cy Pres];~~; and the nature and extent of any financial relationship with ~~Plaintiff~~Plaintiffs, Class Counsel or Defense Counsel; (~~v~~iv) a

signed declaration from ~~Plaintiff~~Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[~~and/or~~]~~ the Administrator~~ [and/or the proposed Cy Pres];~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members~~,~~ and/or the Administrator~~ and/or the Cy Pres Recipient.~~. In their Declarations, ~~Plaintiff~~Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~7~~6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval~~ no later than [30] days after the full execution of this Agreement~~; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court (including remote appearances) to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

~~7~~6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

~~8~~7. SETTLEMENT ADMINISTRATION.

~~8~~7.1. Selection of Administrator. The Parties have jointly selected ~~_____~~and will ask the Court to appoint ILYM Group, Inc. ("ILYM") to serve as the Administrator and ~~verified that,~~to ~~serve as a condition of appointment, _____ agrees to be bound by this Agreement~~the Administrator and to perform~~, as a fiduciary,~~ all duties specified in this Agreement in exchange for payment of Administration ~~Expenses~~Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

~~8~~7.2. Employer Identification Number. The Administrator shall ~~have and use its own~~ take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

~~8~~7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

~~8~~

7.4. Notice to Class Members.

~~8~~7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, ~~PAGA Members~~Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

~~8~~7.4.2. Using best efforts to perform as soon as possible, and in no event later than ~~[~~fourteen (14~~]~~) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~[with Spanish translation, if applicable],~~ substantially in the form attached to this Agreement as "**Exhibit ~~_____~~A**." The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual ~~Class~~Settlement Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and/or PAGA Pay Periods ~~(if applicable)~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

~~8~~7.4.3 ~~Not later than [3] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the~~. The Administrator shall ~~re-~~mail ~~the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search,~~ and re-mail (as applicable) the Class Notice to ~~the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to~~ Class Members ~~whose Class Notice is returned by the USPS a second time~~under the terms set forth above.

~~8~~7.4.4. The deadlines for Class Members' written objections~~, Challenges to~~ to the Class Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional ~~[~~fourteen (14~~]~~) calendar days beyond the ~~[~~sixty (60~~]~~) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~8~~7.4.5. If the Administrator, ~~XYZ~~Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith~~.~~, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14]~~fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~8~~7.5. Requests for Exclusion from the Class Settlement (Opt-Outs).

~~8~~7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by ~~fax, email, or~~ mail, a signed written Request for Exclusion not later than ~~[60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed).~~the Response Deadline. A Request for Exclusion ~~is a letter from a Class Member or his/her representative that reasonably communicates~~ must: (a) contain the ~~Class Member's election to be excluded from the Settlement~~case name and ~~includes the Class Member's~~number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address ~~and email address or,~~ telephone number~~.~~ ~~To be valid, a Request for Exclusion must~~, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be ~~timely faxed, emailed, or~~returned by mail to the Administrator at the specified address, postmarked ~~by the Response Deadline~~on or before the Response Deadline. Aggrieved Employees cannot request exclusion as to the PAGA Settlement and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

~~8~~7.5.2. The Administrator may not reject a Request for Exclusion from the Class Member as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~8~~7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement,

including the Participating Class Members' ~~Releases~~release of Released Class Claims under ~~Paragraphs 6~~Paragraph 5.2~~ and 6.3~~ of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

~~8~~7.5.4~~ Every .~~ Class ~~Member~~Members who ~~submits~~submit a valid and timely Request for Exclusion ~~is a~~from the Class Settlement are Non-Participating Class ~~Member~~Members and shall not receive ~~an~~ Individual ~~Class Payment~~Settlement Payments or have the right to object to the ~~class action components of the~~Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the ~~claims~~Released PAGA Claims identified in Paragraph ~~6.4~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~8~~7.6. Challenges to Calculations of Workweeks~~.~~/PAGA Pay Periods. Each Class Member and Aggrieved Employee shall have ~~[60] days after~~until the ~~Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed)~~Response Deadline to challenge the number of ~~Class~~ Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via ~~fax, email or mail. The Administrator~~mail. A dispute to the calculations of Workweeks must ~~encourage~~: (a) contain the ~~challenging~~case name and number of the Litigation, (b) be signed by the Class Member ~~to submit supporting~~and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

~~8.~~

7.7. Objections to Class Settlement.

~~8~~7.7.1. Only Participating Class Members may object to the ~~class action~~

~~components of the~~Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class ~~Representative~~Representatives Service ~~Payment~~Payments.

~~8~~7.7.2. Participating Class Members may send written objections to the Administrator~~,~~ by ~~fax, email, or~~ mail. In the alternative or in addition to his or her written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~[60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).~~the Response Deadline.

~~8.7.3~~7.7.3. A Class Member's written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the Litigation; (c) contain the Class Member's full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

7.7.4. Non-Participating Class Members have no right to object to any of the class action components of the Class Settlement. Class Members may not object to the PAGA Settlement.

7.8.~~8~~ Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

~~8~~7.8.1. Website~~, Email Address~~ and Toll-Free Number. The Administrator will ~~establish and maintain and use an internet website to~~ post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class ~~Representative~~Representatives Service ~~Payment~~Payments, the Final Approval and the Judgment~~.~~ on a portion of its website. The Administrator will also maintain and monitor ~~an email address and~~ a toll-free telephone number to receive Class Member calls~~, faxes and emails~~.

~~8~~7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

validity. Not later than ~~[~~five (5~~]~~) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion from the Class Settlement ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; and; (c) copies of all Requests for Exclusion from Class Settlement submitted (whether valid or invalid).

~~8~~7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual ~~Class~~Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include ~~provide~~ the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~8~~7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

~~8~~7.8.5. Administrator's Declaration. Not later than ~~[~~fourteen (14~~]~~) days before the date by which ~~Plaintiff~~Class Counsel is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Class Settlement it received (both valid or invalid), the number of written objections to the Class Settlement and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

~~8~~7.8.6. Final Report by Settlement Administrator. Within ~~[~~ten (10~~]~~) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~[~~fifteen (15~~]~~) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class

Counsel is responsible for filing the ~~Administrator's~~Administrator's declaration in Court.

~~**9. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]** Based on its records, XYZ Estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.[vii]~~

~~**10. XYZ'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds %_____ of the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.~~

~~11~~8. **MOTION FOR FINAL APPROVAL.** Not later than ~~[~~sixteen (16~~]~~) court days before the calendared
Final Approval Hearing, ~~Plaintiff~~Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the ~~PAGA settlement under Labor Code section 2699, subd. (l),~~Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff~~ Class Counsel shall provide drafts of these documents to Defense Counsel ~~not later than [seven] days~~ prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~11~~8.1. Response to Objections~~.~~ to the Class Settlement. Each Party retains the right to respond to any objection
raised by a Participating Class Member, including the right to file responsive documents in Court no later ~~that [~~than five~~]~~ (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~11~~8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class ~~Representative~~Representatives Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or ~~Administrator Expenses Payment~~Administration Costs shall not constitute
a material modification to the Agreement within the meaning of this paragraph.

~~11~~8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, ~~Action~~Litigation, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~11~~8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment ~~reflected~~as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~11~~8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration ~~Expenses~~Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class ~~Representative~~Representatives Service ~~Payment~~Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~12~~9. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

~~13~~10. ADDITIONAL PROVISIONS.

~~13~~10.1. No ~~admission~~Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendants that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendants has any liability for any claims asserted; nor should it be intended or construed

as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendants' defenses in the ~~Action~~Litigation have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, ~~XYZ reserves~~Defendants reserve the right to contest certification of any class for any reasons, and ~~XYZ reserves~~Defendants reserve all available defenses to the claims in the ~~Action~~Litigation, and ~~Plaintiff reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendants' defenses. The Settlement, this Agreement and ~~Parties'~~Parties' willingness to settle the ~~Action~~Litigation will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~13~~10.2. Confidentiality Prior to Preliminary Approval. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations or fiduciary duties owed to Class Members.

~~13~~10.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13~~10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~13~~10.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~13~~10.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13~~10.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~13~~10.8. No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~13~~10.9~~.~~. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.

~~13.~~10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13~~10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~13~~10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13.~~13~~ Confidentiality. To the extent permitted by law, all agreements made, and orders entered during ~~Action~~Litigation and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13~~10.14. Use and Return of Class Data. ~~Information provided to Class Counsel pursuant to~~

~~Cal. Evid. Code §1152, and all copies and summaries of~~To the extent that Class Data provided to Class Counsel by ~~XYZ~~the Administrator in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~Plaintiffs shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~Defendants unless, prior to the Court's discharge of the Administrator's obligation, ~~XYZ makes~~Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data. Notwithstanding this provision, Class Counsel is entitled to retain an archival copy of all pleadings, motion papers, deposition transcripts, hearing transcripts, legal memoranda, correspondence, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Class Data.

~~13~~10.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~13~~10.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13~~10.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

~~To XYZ:~~

To Plaintiffs and Class Counsel:	To Defendants:
Arby Aiwazian, Esq.	Al De La Cruz, Esq.
Joanna Ghosh, Esq.	Richard Mojica, Esq.
Yasmin Hosseini, Esq.	**MANNING & KASS,**
LAWYERS *for* JUSTICE, PC	**ELLROD, RAMIREZ, &**

410 West Arden Avenue, Suite 203
Glendale, California 91203

TRESTER, LLP
225 Broadway, Suite 1200
San Diego, California 92101

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

~~13~~10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

~~For Plaintiff~~

~~For XYZ~~

~~Counsel for Plaintiff~~

~~Counsel for XYZ~~

IT IS SO AGREED.

PLAINTIFF EULALIA TRINIDAD

Dated: _____

_____
Eulalia Trinidad, Plaintiff

PLAINTIFF MARKO ASAULYUK

Dated: _____

_____
Marko Asaulyuk, Plaintiff

DEFENDANT GROUNDWORK COFFEE, LLC

Dated: _____

_____
Full Name: _____

Title: _____

On behalf of Groundwork Coffee, LLC

DEFENDANT GROUNDWORK COFFEE HOLDINGS, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Groundwork Coffee Holdings, LLC

DEFENDANT GROUNDWORK COFFEE ROASTERS, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Groundwork Coffee Roasters, LLC

DEFENDANT EDWARD COLA

Dated: _____

Edward Cola, Defendant

DEFENDANT STEVEN LEVAN

Dated: _____

Steven Levan, Defendant

APPROVED AS TO FORM ONLY:

Dated: _____ By: _____

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eulalia Trinidad and Marko Asaulyuk and Proposed Class Counsel

Dated: _____ By: _____

Richard Mojica
MANNING & KASS, RAMIREZ, ELLROD & TRESTER, LLP
Attorneys for Defendants Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan

EXHIBIT A

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

~~(case name and number)~~

Eulalia Trinidad v. Groundwork Coffee LLC, Case No. 19STCV09758

Marko Asaulyuk v. Groundwork Coffee LLC; Groundwork Coffee Holdings, LLC; Groundwork Coffee Roasters, LLC; Edward Cola; Steven Levan, Case No. 22SMCV00018

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

You may be eligible to receive money from an employee class action lawsuit ("Trinidad Action") and a PAGA representative lawsuit ("Asaulyuk Action") against ~~(abbreviate name; "XYZ" is used herein as a placeholder)~~Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan ("Defendants") for alleged wage and hour violations. The Trinidad Action was filed by ~~a[n][~~former~~] XYZ~~ employee ~~_____~~Eulalia Trinidad ("Plaintiff Trinidad") and seeks payment of (1) ~~back~~unpaid wages ~~[and other relief]~~, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys' fees and costs for a class of ~~[e.g.,~~all non-exempt or hourly~~]~~-paid employees ("Class Members") who worked for ~~XYZ~~ Defendants in California during the Class Period ~~(_____~~(March 22, 2015 through the date 60,000 Workweeks is reached as to ~~_____); and (2)~~be determined by the Administrator). The Asaulyuk Action was filed by employee Marko Asaulyuk and seeks civil penalties under the California Private Attorney General Act ("PAGA") for all ~~[e.g.,~~non-exempt or hourly~~]~~-paid employees who worked for ~~XYZ~~Defendants in California during the PAGA Period ~~(_____~~(November 3, 2020 to ~~_____)~~May 16, 2023) ("Aggrieved Employees").

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

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

The above estimates are based on ~~XYZ's~~Defendants' records showing that **you worked _____ ~~workweeks~~Workweeks** during the Class Period and **you worked _____ ~~workweeks~~Workweeks** during the PAGA Period. If you believe that you worked more ~~workweeks~~Workweeks during ~~either period~~the Class Period or PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual ~~Class~~Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ~~XYZ~~Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice.

The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. ~~XYZ~~Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and ~~Plaintiff~~Plaintiffs' who pursued the ~~Action~~Litigation on behalf of the Class. You are not personally responsible for any payments to Class Counsel or ~~Plaintiff~~Plaintiffs', but every dollar paid to Class Counsel and ~~Plaintiff~~Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or ~~Plaintiff~~Plaintiffs' if you think they are unreasonable. See Section **7** of this Notice. Aggrieved Employees cannot object to the PAGA Settlement.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. _____ on [_____] at [_____]. You ~~don't~~do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual ~~Class~~Settlement Payment and PAGA Payment (if any) depend on how many ~~workweeks~~Workweeks you worked at least one day during the Class Period and ~~how many Pay Periods you worked at least one day during the~~ PAGA Period, ~~respectively.~~ as determined by the Administrator. Workweeks are calculated by the Administrator based on data from Defendants. The number ~~Class Period Workweeks and number~~ of ~~PAGA Period Pay Periods~~Workweeks you worked according to ~~XYZ's~~Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. On March 22, 2019, Plaintiff ~~is a[n] [former] XYZ employee. The~~ Trinidad commenced the class action lawsuit entitled *Eulalia Trinidad v. Groundwork Coffee LLC* in the Superior Court of California for the County of Los Angeles, Case

No. 19STCV09758 (i.e., Trinidad Action). On November 3, 2021, Plaintiff Asaulyuk provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Asaulyuk PAGA Notice"). On November 12, 2021, Plaintiff Trinidad provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Trinidad PAGA Notice") (together, with the Asaulyuk PAGA Notice, "PAGA Notices"). On January 7, 2022, Plaintiff Asaulyuk commenced the PAGA action entitled *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan* in the Superior Court of California for the County of Los Angeles, Case No. 22SMCV00018 (i.e., Asaulyuk Action) (together with the Trinidad Action, "Litigation"). On [date], Plaintiffs filed the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Trinidad Action, consolidating the Trinidad Action and Asaulyuk Action (i.e., Operative Complaint). The Litigation accuses ~~XYZ~~Defendants of violating California labor laws by failing to properly pay ~~[e.g.,~~minimum and overtime wages, ~~minimum~~ provide compliant meal and rest breaks and associated premiums, timely pay wages~~, wages due~~ during employment and upon termination ~~and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized~~of employment and associated waiting-time penalties, provide complaint wage statements~~].~~, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, ~~Plaintiff has~~Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). ~~Plaintiff is~~Plaintiffs are represented by attorneys in the ~~Action:~~ Litigation:

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

("Class Counsel.")

~~XYZ~~Defendants strongly ~~denies~~deny violating any laws or failing to pay any wages and ~~contends it~~contend that they complied with all applicable laws.

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

So far, the Court has made no determination whether ~~XYZ~~Defendants or ~~Plaintiff is~~Plaintiffs are correct on the merits. In the meantime, ~~Plaintiff~~Plaintiffs and ~~XYZ hired □ an experienced, neutral~~ Defendants utilized the services of a mediator ~~□ a retired judge □~~ in an effort to resolve the ~~Action~~Litigation by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. ~~The~~Ultimately, the negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the

~~Action~~Litigation and enforcing the Agreement, ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ does~~Defendants do not admit any violations or concede the merit of any claims.

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

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

1. ~~XYZ~~Defendants Will Pay $500,000.000 as the Gross Settlement Amount (Gross Settlement). ~~XYZ has~~Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class ~~Representative~~Representatives Service ~~Payment~~Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, ~~XYZ~~Defendants will fund the ~~Gross~~ Settlement in three (3) payments, the first payment to be paid not more than ~~[14]~~thirty (30) days after the Judgment entered by the Court become final~~.~~ The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to $~~_____ (_____%~~175,000.00 (35% of the Gross Settlement~~])~~ to Class Counsel for attorneys' fees and up to ~~$_____~~$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the ~~Action~~Litigation without payment.

B. Up to ~~$_____~~$7,500.00 to each Plaintiff (for a total of $15,000.00) as ~~a~~ Class Representative ~~Award~~Service Payments for filing the ~~Action~~Litigation, working with Class Counsel and representing the Class. A Class Representative ~~Award~~ Service Payment will be the only monies ~~Plaintiff~~Plaintiffs will receive other than each Plaintiff's Individual ~~Class~~Settlement Payment and/or any Individual PAGA Payment.

C. Up to $_____$15,000.00 to the Administrator for services administering the Settlement.

Settlement.

D. Up to $_____$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Participating Class Members based on their Workweeks.

amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Participating Class Members. PlaintiffPlaintiffs and XYZDefendants are asking the Court to approve an allocation of % _____20% of each Participating Class Member's Individual ClassSettlement Payment to taxable wages ("Wage Portion") and % _____80% to [e.g.,penalties, interest, etc.]and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdingstax withholding and will be reported on IRS W-2 Forms. [Option 1: (XYZThe Non-Wage Portion is not subject to wage withholdings. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.)]. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual ClassSettlement Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual ClassSettlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies □ will be deposited with the California Controller's Unclaimed Property Fund in your name. □ will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres"). If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest

way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. ~~The~~A Request for Exclusion ~~should~~must: (a) contain the case name and number of the Litigation; (b) be ~~a letter from a~~signed by the Class Member ~~or his/her representative setting forth a Class Member's name, present~~; (c) contain the full name, address, telephone number, and ~~a simple statement electing~~the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be ~~excluded from~~included in the Class Settlement~~.~~; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual ~~Class~~Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZ~~Defendants.

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

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

8. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion~~.~~ from the Class Settlement. The Administrator will also decide ~~Class Member Challenges over~~disputes regarding Workweeks or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. ~~After~~Upon the ~~Judgment is final~~Effective Date and ~~XYZ has fully funded~~ full funding of the Gross Settlement ~~[Option 1: (and separately paid~~Amount (including all employer payroll taxes~~)],~~ owed on the Wage Portion of the Individual Settlement Payments), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ~~XYZ~~Defendants or ~~related entities~~Released Parties for ~~wages based on the~~Released Class ~~Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.~~ Claims.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release ~~Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3~~Defendants and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, and vendors ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Litigation during the Class Period for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. ("Released Class Claims"). Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~viii.~~

10. Aggrieved Employees' PAGA Release. ~~After~~Upon the ~~Court's judgment is final,~~Effective Date and ~~XYZ has paid~~full funding of the Gross Settlement ~~(and separately paid the~~ Amount (including all employer~~-side~~ payroll taxes~~),~~ owed on the Wage Portion of the Individual Settlement Payments), the State of California and all Aggrieved Employees will be barred from asserting PAGA claims against ~~XYZ~~Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ~~XYZ or its related entities~~Released Parties based on the ~~PAGA Period~~ facts alleged in the ~~Action~~ Litigation during the PAGA Period and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [, Asaulyuk Complaint, and] the PAGA Notice [Notices and ascertained in the course of the Action]][Litigation for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.]. *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual ClassSettlement Payments. TheAfter Preliminary Approval of the Settlement, the Administrator will calculate Individual Class Payments by (a) dividingdivide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members, and (b) multiplying the result by the number of to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks worked by each individual Participating Class Member.the Final Workweek Value to yield his or her Individual Settlement Share.

2. Individual PAGA Payments. The Administrator will calculate Individualdivide 25% portion of the PAGA PaymentsPenalties attributed to Aggrieved Employees, i.e., $12,500.00, by (a) dividing $_____ by the total number of the PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number ofresulting in the PAGA Pay Period Pay Periods Value and then multiplying the PAGA Period Pay Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. during the PAGA Period.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ'sDefendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.credited to you. A dispute to the calculations of Workweeks must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he

or she contends should be credited to him or her are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

2. ~~Non-Participating Class Members.~~Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every ~~Aggrieved Employee~~individual who ~~opts out of~~is eligible to receive payment under the ~~Class~~PAGA Settlement ~~(i.e., every Non-Participating Class Member).~~ as an Aggrieved Employee.

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

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

Submit a written and signed ~~letter with your~~Request for Exclusion not later than the Response Deadline. A Request for Exclusion must: (a) contain the case name~~, present~~ and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and ~~a simple statement~~the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that ~~you do~~the Class Member does not ~~want~~wish to ~~participate~~be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify one of the ~~Action~~Litigation as _____,*Eulalia Trinidad v. Groundwork Coffee LLC* Case No. 19STCV09758, and include your identifying information (full name, address, telephone number~~,~~ ~~approximate dates of employment~~, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with ~~any aspect of~~ the ~~Agreement~~Class Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service ~~Award~~Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or ~~Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for [XYZ] and sign the objection.~~Plaintiffs are too high or too low. A Class Member's written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the Litigation; (c) contain the Class Member's full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. **The deadline for sending written objections to the Administrator is _____.** Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, ~~Plaintiff~~Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via

LACourtConnect (https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~XYZ~~Defendants and ~~Plaintiff~~Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ~~_____'s~~Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the ~~Action~~Litigation, Case No. ~~_____.~~19STCV09758. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

~~Class Counsel:~~
~~Name of Attorney:~~
~~Email Address:~~
~~Name of Firm:~~
~~Mailing Address:~~
~~Telephone:~~

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

~~□~~ you should consult the Unclaimed Property Fund ~~_____~~ for instructions on how to retrieve the funds

~~□ you will have no way to recover the money~~.

11. WHAT IF I CHANGE MY ADDRESS?

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

[i] This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

[ii] Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' Kullar analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (Luckey v. Superior Court (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

[iii] See endnote ii above.

[iv] The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

[v] The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

[vi] Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

[vii] Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

[viii] Releases in Notice should track the releases in the Settlement Agreement.