Nicol E. Hajjar (SBN 303102)
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

TERESA ALVAREZ, individually, and on behalf of all others similarly situated; and MIRNA REYES, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

LIQUID GRAPHICS, INC., a California Corporation; LYNEER STAFFING SOLUTIONS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2022-01251702-CU-OE-CXC

CLASS & REPRESENTATIVE ACTION

[*Assigned for all purposes to*: Hon. William Claster, Dept. CX104]

DECLARATION OF NICOL E. HAJJAR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

FINAL APPROVAL HEARING
Date: September 5, 2025
Time: 9:00 a.m.
Dept.: CX104

Complaint filed: March 22, 2022
FAC filed: December 6, 2023
Trial date: Not set

DECLARATION OF NICOL E. HAJJAR

I, Nicol E. Hajjar, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central District of California. I am a Partner at Wilshire Law Firm, PLC ("WLF"), counsel of record for Plaintiffs Teresa Alvarez and Mirna Reyes (collectively, "Plaintiffs"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion").

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and the putative class members worked in California as hourly-paid or non-exempt employees for Defendants during the class period. Defendant Liquid Graphics manufactures screen printed apparel from its Orange County, California headquarters. Defendant Lyneer operates a staffing agency recruiting employees on behalf of businesses looking to fill positions, and exists in more than ten California locations and employed Plaintiffs.

3. Plaintiffs allege that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendants failed to include all renumeration in the putative class' overtime rate and meal and rest period premiums. Plaintiffs further allege that Defendants failed to provide putative class members with legally compliant meal and rest periods. Based on these allegations, Plaintiffs assert claims against Defendants for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, unfair business practices, and civil penalties under PAGA.

4. On March 22, 2022, Plaintiffs filed a putative wage and hour class action complaint against Defendants for: (1) failure to pay minimum and straight time wages; (2)

failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. On February 15, 2022, Plaintiffs sent notice to Defendants and the California Labor & Workforce Development Agency ("LWDA") alleging wage and hour violations pursuant to the PAGA. On December 8, 2023, Plaintiffs filed a First Amended Class and Representative Action Complaint adding a ninth cause of action against Defendants for civil penalties under PAGA.

DISCOVERY, INVESTIGATION, AND SETTLEMENT

5. Following the filing of the initial complaint, the Parties informally exchanged documents and information before mediating this action. Defendants produced a sample of timekeeping and payroll records for the putative class members. Defendants also provided their wage and hour policies and practices during the class period and information regarding the total number of current and former hourly non-exempt employees.

6. After reviewing documents regarding Defendants' wage and hour policies and practices and analyzing Defendants' timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendants' maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis assessing Defendant's potential liability prior to mediation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

7. On September 29, 2022 and March 16, 2023, the Parties participated in private mediation sessions with experienced class action mediator, Kelly Knight, Esq. The mediation sessions were conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation sessions

willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Amended Joint Stipulation of Settlement of Class and Representative Action (the "Settlement Agreement").

8. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

9. Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement ("MPA") on December 26, 2023, however, the Court continued the MPA hearing with instructions for Plaintiffs to file supplemental briefing to address the Court's concerns with the Settlement. On May 7, 2024, Plaintiffs filed their revised Motion for Preliminary Approval of Class Action Settlement ("revised MPA") that addressed the Court's concerns. However, the Court continued the MPA hearing again with further instructions for Plaintiffs to file supplemental briefing to address additional concerns with the Settlement. Plaintiffs filed their Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement ("Supplemental MPA Brief") on July 2, 2024. The Court granted Plaintiffs' MPA on July 15, 2024.

10. On March 19, 2025, Plaintiffs and Defendants stipulated to amend the Settlement Agreement due to the workweek count increasing from 40,854 to 42,221 and the Gross Settlement Amount subsequently increasing from $750,000.00 to $763,786.61 and Attorneys' Fees increasing from $249,975.00 to $254,570.08. The Court granted the stipulation to amend the Settlement Agreement on March 19, 2025. The deadline for class members to opt out or object to the Settlement was June 25, 2025. The reaction of the Class to the settlement has been overwhelmingly

positive. Indeed, as of the filing of this Motion, only one Class Members has validly requested exclusion from the settlement and no Class Members have objected to the settlement[1].

11. The settlement obviates the significant risk that the Court may deny certification of all or some of Plaintiffs' claims. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class.

12. Attached as **Exhibit 2** is a true and correct copy of proof of Plaintiffs' submission of the Settlement Agreement to the LWDA.

ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

13. Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

14. Throughout this litigation, Plaintiffs, who are former employees of Defendants, have cooperated immensely with my office and have taken many actions to protect the interests of the class. Plaintiffs provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiffs also informed my office of developments and information relevant to this action, participated in decisions concerning this action, and made themselves available to answer questions during the mediation. Before we filed this case, Plaintiffs provided my office

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[1] CPT Group has received three Requests for Exclusion, of those two class members submitted both Requests for Exclusion and Workweek Dispute Forms. CPT has mailed cure letters to these two Class Members requesting clarification. Once a determination has been made, CPT will update each submitting Class Member accordingly. (Dancy Decl., ¶¶ 9-11.)

with documents regarding the claims alleged in this action. The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

15. At the same time, Plaintiffs faced many risks in adding themselves as the class representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this settlement, Plaintiffs are executing general releases of all claims against Defendants.

16. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

17. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the class members. The requested enhancement awards for Plaintiffs for their services as the class representatives and for their general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit.

<u>THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE</u>

18. The settlement provides for attorneys' fees and costs to Class Counsel in an amount up to 33 1/3% of the Gross Settlement Amount, for a maximum fees award of $254,570.08, plus reasonable litigation expenses of up to $25,000.00.

19. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Nicol E. Hajjar	Partner	91.6	$850	$77,860
Rachel Vinson	Senior Attorney	21.5	$650	$13,975
Elizabeth M. Votra	Associate Attorney	25	$650	$16,250
Tina Petrosian	Associate Attorney	50	$450	$22,500
Alan Wilcox	Settlement Attorney	4.5	$900	$4,050
Bradford Smith	Settlement Attorney	9.8	$550	$5,390
Total:		**202.4**		$140,025.00

20. Wilshire Law Firm, PLC has spent approximately 202.4 hours, for a lodestar of $140,025.00 litigating this action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. Efforts expended by Plaintiff's counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendants;
b. filing the action;
c. attending hearings and meeting and conferring with Defendants regarding the case;
d. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
e. selecting a mediator and mediation date;
f. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
g. reviewing policy documents from Defendants and researching applicable defenses;
h. preparation of a mediation brief and damages model for use at mediation;

i. attendance at mediation by all Parties and Counsel;

j. communicating with Plaintiffs who requested updates or other information regarding this matter;

k. engaging in settlement negotiations, followed by finalizing and fully executing the Settlement Agreement;

l. preparing and assisting in the drafting of the Motion for Preliminary Approval, the revised Motion for Preliminary Approval of Class Action Settlement, supporting documents, and supplemental briefings in support;

m. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement;

n. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding class members who sought additional information about the Settlement; and

o. preparing the instant Motion and supporting documents.

21. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorneys' fees.

22. We can provide additional billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

23. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

24. It is further estimated that my office will need to expend at least another 15 to 20 hours to monitor the process leading up to payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendants fails to pay.

25. The risk to my office has been very significant, particularly if we would not be

successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

26. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

27. As of the date of filing this Motion, Class Counsel has incurred around $19,284.91 in costs, and Defendant has agreed that they will not oppose any cost award request up to $25,000.00. Accordingly, Class Counsel respectfully requests reimbursements of $19,284.91 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date by Wilshire Law Firm, PLC.

MY EXPERIENCE AND QUALIFICATIONS

28. Plaintiff is represented by Wilshire Law Firm, PLC ("WLF"). The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

29. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

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30. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

31. My practice is focused on advocating for the rights of employees in class action litigation and individual state and federal litigation. I am currently the primary attorney in charge of litigating several class actions.

32. I was selected to serve on CAOC's Board of Directors in 2020, 2021, 2022, 2023, and 2024 and I am an active member of CAALA and CELA. I sit on CELA's women's committee as co-chair and wage and hour committee and I was selected to speak at CELA's 2020 Advanced Wage & Hour Seminar. Further, I have extensively litigated employment cases for the past eight years, including a successful wage and hour trial wherein the jury awarded the plaintiff wage and hour damages and the plaintiff was awarded PAGA Penalties.

33. I have received numerous awards for my legal work. The National Trial Attorneys selected me as a "Top 10 Wage and Hour Trial Lawyer," and a Top 40 under 40" attorney. Super Lawyers selected me as one of their "Rising Stars" every year since 2018.

34. My current contingent billing rate of $850 per hour is consistent with my practice area, numerous awards received, legal market, and accepted hourly rates.

<u>WILSHIRE LAW FIRM'S EXPERIENCE AND QUALIFICATIONS</u>

35. Rachel Vinson is a Senior Attorney specializing in Employment Law at Wilshire Law Firm, PLC. Ms. Vinson received her Bachelor of Arts from Claremont McKenna College and received her Juris Doctor from Washington University of St. Louis, Washington University Journal of Law and Policy. Ms. Vinson is admitted to practice law in the state of California and the Northern, Central, and Southern Districts of California. Before joining Wilshire Law Firm, Ms. Vinson gained extensive experience as an attorney at a prominent California employment defense firm. In that role, she defended large California employers in high-stakes employment litigation in state and federal courts. Since joining Wilshire Law Firm, PLC, Ms. Vinson now represents clients in wage and hour claims, wrongful termination, workplace harassment, sexual harassment,

workplace discrimination, workplace retaliation, and wage and hour class actions, including Private Attorney General Act (PAGA) claims. Ms. Vinson is also professionally affiliated with the National Association of Women Lawyers, the Consumer Attorneys Association of Los Angeles (CAALA), and was awarded the 2023 Wiley W. Manuel Certificate for pro bono legal services by The California Lawyers Association.

36. Elizabeth M. Votra is an Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California and the Central, Southern, Eastern, and Northern Districts of California. She graduated from Florida State University, with a Bachelor of Arts in English Literature, and received her Juris Doctor from California Western School of Law. During law school, she completed externships with two trial court judges in Nevada and Florida, and she was a student mediator at the San Diego Superior Court, North County Division. Since graduating law school, she has focused her legal work exclusively on plaintiff's employment litigation including both FEHA individual and wage and hour class action litigation. Before joining Wilshire Law Firm, PLC, she practiced in a respected wage-and-hour law firm where she worked on dozens of class actions. She has three years of experience in wage-and-hour class action cases.

37. Tina Petrosian was a first-year Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California and the Central District of California. She graduated from the University of California, Santa Barbara with a Bachelor of Arts in English, and received her Juris Doctor from Southwestern Law School where she earned a double concentration in Labor & Employment Law and Public Interest Law. During law school, she worked as a law clerk at Shegerian & Associates, a Plaintiff's employment law firm. After graduating law school, she continued to focus her legal work exclusively on Plaintiff's employment litigation.

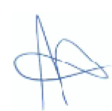
38. Alan Wilcox is a Senior Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and

employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No. 17CV002672, Garcia v. Construction Innovations Group, LLC, Sacramento Superior Court Case No. 34-2020-00285239, Kim v. Sheraton Operating Corp., Central District of California Case No. 2:17-cv-09247-FMO-E, Pease v. Wattrans, Inc., San Bernardino Superior Court Case No. CIVDS1919832, and Lachman v. Berlitz Languages, Inc., Los Angeles Superior Court Case No. 19STCV01533, among others.

39. Bradford Smith is a Settlement Attorney at Wilshire Law Firm, PLC. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, PLC, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation.

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

Executed on August 6, 2025, in Los Angeles, California.



Nicol E. Hajjar

EXHIBIT 1

Nicol E. Hajjar, Esq. (SBN 303102)
nicol@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Elizabeth M. Votra, Esq. (SBN 310717)
evotra@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

TERESA ALVAREZ, individually, and on behalf of all others similarly situated; and MIRNA REYES, individually, and on behalf of all others similarly situated, *Plaintiffs*, vs. LIQUID GRAPHICS, INC., a California Corporation; LYNEER STAFFING SOLUTIONS, LLC, a limited liability company; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: 30-2022-01251702-CU-OE-CXC *[Assigned for all purposes to the Hon. William Claster, Dept. CX104]* **AMENDED JOINT STIPULATION OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION** Complaint filed: March 22, 2022 Preliminary Approval: Not set

Stacey M. Cooper, Esq. (SBN 226012)
stacey@cooperlawpc.com
STACEY COOPER LAW, P.C.
888 Prospect Street, Suite 200
La Jolla, California 92037
Telephone (619) 673-5022
Attorneys for Defendant
Lyneer Staff Solutions, LLC

Joshua Mizrahi, Esq. (SBN 227639)
jmizrahi@buchalter.com
Graham G. Lambert, Esq. (SBN 303056)
glambert@buchalter.com
BUCHALTER LAW FIRM
1000 Wilshire Blvd., Suite 1500
Los Angeles, California 90017
Telephone (213) 891-0700
Facsimile (213) 896-0400
Attorneys for Defendant
Liquid Graphics, Inc.

AMENDED JOINT STIPULATION OF SETTLEMENT

This Amended Joint Stipulation of Settlement of Class and Representative Action (the "Stipulation of Settlement") is made by and between Plaintiffs, TERESA ALVAREZ and MIRNA REYES ("Named Plaintiffs"), for their own behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand, and Defendant LIQUID GRAPHICS, INC. and LYNEER STAFFING SOLUTIONS, LLC ("Defendants") on the other hand (collectively the "Parties"), in the lawsuit entitled *Alvarez and Reyes, et al. v. Liquid Graphics, Inc., Lyneer Staffing Solutions, LLC, et al.,* filed in the Orange County Superior Court, Case No. 30-2022-01251702-CU-OE-CXC. This Stipulation of Settlement resolves all claims that were asserted or could have been asserted against Defendants pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administration Costs. "Administration Costs" includes and refers to all administrative costs of settlement, including the costs of notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation of Settlement.

B. Agreement, Settlement Agreement, or Stipulation of Settlement. The terms "Agreement," or "Settlement Agreement," and "Stipulation of Settlement" are used synonymously herein to mean this Joint Stipulation of Settlement of Class and Representative Action.

C. Class Counsel. The term "Class Counsel" as used herein means: WILSHIRE LAW FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiffs and the Settlement Class.

D. Class Notice or Notice. The terms "Class Notice" or "Notice," as used herein, mean and refer to the Notice of Proposed Class Action Settlement attached as **Exhibit "A"** to this Stipulation of Settlement.

E. Class Period. The term "Class Period" as used herein means the period from March 22, 2018 through April 29, 2023.

F. Court. The term "Court" as used herein means the Superior Court of the State of California for the County of Orange.

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

G. Defendants. The term "Defendants" as used herein means LIQUID GRAPHICS, INC. and LYNEER STAFFING SOLUTIONS, LLC.

H. Eligible Workweeks. The term "Eligible Workweeks" means the number of Workweeks that a Settlement Class Member worked for Defendants in California during the Class Period.

I. Employer Taxes. The term "Employer Taxes" refers to the employer-funded taxes and contributions imposed on the wage portions of the Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

J. Final Approval. The term "Final Approval" means: (1) the date of final affirmation of the Final Approval Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding to review the Final Approval Order, provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

K. Gross Settlement Amount. The term "Gross Settlement Amount" means and refers to the total value of the Settlement, which is Seven Hundred Sixty-Three Thousand Seven Hundred and Eighty-Six Dollars and Sixty-One Cents ($763,786.61). This is the gross amount Defendants can be required to pay under this Settlement, which includes, without limitation: (1) the Net Settlement Amount to be paid to Settlement Class Members; (2) an award of attorneys' fees and costs to Class Counsel, as approved by the Court, pursuant to Section XIII; (3) the Service Enhancements paid to Named Plaintiffs, as approved by the Court, pursuant to Section XIV; (4) Administration Costs, as approved by the Court, pursuant to Section VIII; and (5) the PAGA Payment to the LWDA and to PAGA Allegedly Aggrieved Employees, as approved by the Court, pursuant to Section XVI. Defendants' portion of payroll taxes on the portion of the Settlement Amount allocated to wages as

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

the Class Members' current or former employer is excluded from the Gross Settlement Amount and will be paid by Defendants separately. No portion of the Gross Settlement Amount will revert to Defendants for any reason. This amount is all-inclusive of all payments contemplated in this resolution and excluding any employer-side payroll taxes on the portion of the Settlement Payments, if any are allocated to wages.

L. Judgment. The term "Judgment" means the final judgment entered by the Court following the Final Fairness and Approval Hearing.

M. Litigation. The term "Litigation" as used herein means the action entitled filed in Orange County Superior Court, Case No. 30-2022-01251702-CU-OE-CXC.

N. LWDA. The term "LWDA" refers to the California Labor and Workforce Development Agency.

O. Named Plaintiffs. The term "Named Plaintiffs" as used herein means TERESA ALVAREZ and MIRNA REYES.

P. Net Settlement Amount. The term "Net Settlement Amount" as used herein means the Gross Settlement Amount minus any award of attorneys' fees and Litigation costs, Administration Costs, Service Enhancements to Named Plaintiffs, and penalties recoverable pursuant to PAGA and as provided in Sections VIII, XIII, XIV, and XVI.

Q. PAGA. The term "PAGA" means and refers to the California Private Attorneys General Act, Labor Code sections 2698, et seq.

R. PAGA Allegedly Aggrieved Employee(s). The term "PAGA Allegedly Aggrieved Employee(s)" shall refer to all current and former non-exempt employees, whether directly employed by Liquid Graphics, Inc. or assigned by Lyneer Staffing Solutions, LLC to perform work as a temporary worker at Liquid Graphics, Inc., who worked at any Liquid Graphics, Inc.'s California facilities during the PAGA Period.

S. PAGA Amount. The term "PAGA Amount" refers to the amount of the Gross Settlement Amount agreed upon by the Parties to be allocated to penalties under PAGA, which is Fifty Thousand Dollars and Zero Cents ($50,000.00).

T. PAGA Payment(s). The term "PAGA Payment(s)" shall refer to payments made to

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

PAGA Allegedly Aggrieved Employees as part of the Settlement.

U. PAGA Period. The term "PAGA Period" refers to the period of February 15, 2021 through April 29, 2023.

V. Preliminary Approval or Preliminary Approval Order. The terms "Preliminary Approval" and "Preliminary Approval Order" refer to the order entered by the Court following the Preliminary Approval Hearing approving of the proposed Settlement.

W. Settlement. The term "Settlement" as used herein means this Agreement to resolve the Litigation.

X. Settlement Administrator. The term "Settlement Administrator" as used herein means and refers to CPT Group, which will be responsible for the administration of the Settlement, as defined below, and all related matters.

Y. Settlement Class and Settlement Class Members. For settlement purposes only, the Parties agree to the certification of a class pursuant to California Code of Civil Procedure § 382 defined as:

> All current and former non-exempt hourly employees, whether directly employed by Liquid Graphics, Inc. or assigned by Lyneer Staffing Solutions, LLC to perform work as a temporary worker at Liquid Graphics, Inc., who worked at any of Liquid Graphics, Inc.'s California facilities during the Class Period.

Z. Settlement Payment(s). The term "Settlement Payment(s)" shall refer to payments made to individual members of the Settlement Class as part of the Settlement, including wages, penalties, and interest.

AA. Workweek(s). The term "Workweek(s)" is defined as any week in which a Settlement Class Member worked at least one (1) day during the calendar week.

BB. Workweek Dispute Form. The term "Workweek Dispute Form," as used herein, means and refers to the Workweek Dispute Form attached as **Exhibit "B"** to this Stipulation of Settlement, which notifies each Settlement Class Member of the number of his or her Eligible Workweeks and estimated Settlement Payment, estimated PAGA Payment, informs Settlement Class Members of their right to challenge their number of Eligible Workweeks, and provides a mechanism for Settlement Class Members to challenge their number of Eligible Workweeks.

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II. <u>BACKGROUND</u>

A. In the Litigation, Named Plaintiffs allege, *inter alia*, on behalf of themselves and all others similarly situated, that Defendants violated California state wage and hour laws under the California *Labor Code* and Industrial Welfare Commission ("IWC") Wage Orders, California *Business and Professions Code* sections 17200, et seq., and PAGA, as a result of Defendants' California wage and hour policies and practices. Specifically, Named Plaintiffs allege that Defendants: failed to pay employees at or above the applicable minimum wage rates; failed to pay appropriate overtime and double time pay; failed to provide legally compliant meal breaks (including first and second meal breaks); failed to authorize and permit legally compliant rest breaks; and failed to provide one day's rest in seven. Named Plaintiffs further allege that the aforementioned wage and hour violations resulted in the employees receiving inaccurate wage statements and the underpayment of wages to employees upon termination and/or resignation.

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Class Counsel conducted informal discovery concerning the claims set forth in the Litigation, such as a sample of Settlement Class Members' timekeeping and payroll records, Defendants' policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and paying all wages at separation, as well as information regarding the number of putative Settlement Class Members and the mix of current versus former employees, the wage rates in effect, and the amount of meal and rest period premium wages paid to Settlement Class Members.

B. Named Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Defendants and their respective counsel concerning possible settlement of the claims asserted in the Litigation. The Parties participated in two days of mediation before Kelly Knight, Esq., a well-respected wage and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject to the approval of the Court, and finalization of a formal Stipulation of Settlement. The Parties have engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the Court for Preliminary and Final Approval.

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C. Class Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendants, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Named Plaintiffs and the members of the Settlement Class pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation with Defendants on the terms set forth herein.

D. Defendants have concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to their business operations, it is in Defendants' best interests to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against them in the Litigation. However, Defendants nevertheless desire to settle the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final, and complete settlement of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II(A).

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and after the Court has ordered the entry of Judgment pursuant to California *Code of Civil Procedure* Section 664.6, the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATIONS TO FILING OF AMENDED COMPLAINT AND CLASS CERTIFICATION

For purposes of this Settlement only, Defendants stipulate to Named Plaintiffs' filing of a First Amended Class Action and Representative Action Complaint to include a ninth cause of action for penalties under PAGA, to effectuate a full and complete settlement of the Litigation.

The Parties further stipulate to the certification of this Settlement Class for purposes of this Settlement only. This stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of the Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendants expressly reserve the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiffs will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Proposed Class Action Settlement, and Workweek Dispute Form, which are attached hereto as **Exhibits** "**A**" and "**B**," respectively, and including certification of the Settlement Class for settlement purposes only.

Class Counsel will prepare the Motion for Preliminary Approval and will provide Defendants' counsel the opportunity to review it and provide input before it is filed. On the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary Approval to the LWDA in compliance with the provisions of PAGA.

VI. STATEMENT OF NO ADMISSION

A. Defendants deny liability to Named Plaintiffs and to the Settlement Class upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims

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made against them in the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with implementation of the Settlement.

C. None of the documents produced or created by Named Plaintiffs or the Settlement Class in connection with the claims procedures or claims settlement procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

D. The Parties agree that class certification pursuant to California *Code of Civil Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiffs will not be deemed to have waived,

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limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

VII. WAIVER, RELEASE AND CONFIDENTIALITY

A. Release as to All Settlement Class Members.

Upon the date of the Court's Final Approval Order and after all Settlement Payments are made pursuant to this Agreement, Named Plaintiffs and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Class Period against Defendants and their divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the following claims: 1) all claims, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum wage or straight time wages owed, pursuant to California Labor Code sections 204, 510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; 2)all claims, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code sections 204, 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; 3) all claims, under any legal theory of liability, for failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; 4) all claims, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; 5) all claims, under any legal theory of liability, for the failure to properly calculate and pay any premiums owed and/or paid pursuant to California Labor Code section 226.7(b); 6) all claims, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Settlement Class Members pursuant to California Labor Code sections 201-203; 7) all claims, under any legal theory of liability,

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for any penalties of any kind arising from any alleged wage statement violations pursuant to California Labor Code sections 226 and 1174.5; 8) all claims, under any legal theory of liability, for failing to provide one day's rest in seven pursuant to California Labor Code sections 551, 552, and 558; 9) all claims, under any legal theory of liability, for violation of California Business and Professions Code sections 17200, et seq.; 10) all claims, under any legal theory of liability, for penalties pursuant to PAGA (California Labor Code sections 2698, et seq.); and 11) all claims, under any legal theory of liability, for any penalties or any another amounts that could be potentially owed to Settlement Class Members arising out of and/or related to the allegations in the Litigation arising during the Class Period, including penalties owed pursuant to California Labor Code sections 210, 226.3, 558, and 1197.1.

B. Effect of PAGA Settlement.

As of the date of Final Approval, this Settlement forever bars Named Plaintiffs, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all PAGA Allegedly Aggrieved Employees who worked during the PAGA Period, from pursuing any action under PAGA against Defendants and any of their releasees based on or arising out of alleged violations of the California Labor Code sections alleged to have occurred during the PAGA Period.

C. General Release by Named Plaintiffs Only.

In addition to the release made in Section VII (A), Named Plaintiffs make the additional following general release of all claims, known or unknown. Named Plaintiffs release Defendants, and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Named Plaintiffs' employment with Defendants as well as any and all acts or omissions by or on the part of Defendants. (The release set forth in this Paragraph B shall be referred to hereinafter as the "General Release.")

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With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the Court's Final Approval of the Settlement, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.**

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

D. Confidentiality.

Neither Named Plaintiffs nor Class Counsel will make any public disclosure regarding the terms of this Settlement Agreement until after the Motion for Preliminary Approval has been filed. Class Counsel will take all steps necessary to ensure Named Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the terms of this Agreement until after the Motion for Preliminary Approval has been filed. Following Preliminary Approval of this Settlement, neither Named Plaintiffs nor Class Counsel will have any communications with any media, other than to direct any media inquiries to the public records of the Litigation on file with the Court.

VIII. <u>SETTLEMENT ADMINISTRATOR</u>

Named Plaintiffs and Defendants, through their respective counsel, have selected CPT Group as the Settlement Administrator to administer the Settlement, which includes, but is not limited to, distributing and responding to inquiries about the Notice of Proposed Class Action Settlement and Workweek Dispute Form, determining the validity of any disputes and opt-outs, and calculating all amounts to be paid from the Net Settlement Amount. Settlement Administration Costs, estimated to

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be no more Fifteen Thousand Five Hundred Dollars and Zero Cents ($15,500.00), will be paid from the Gross Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated $15,500.00 will come from the Gross Settlement Amount. If the actual Administration Costs are less than the Parties' estimation, the difference between the actual and estimated Administration Costs will revert to the participating Settlement Class Members. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

IX. CLASS NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Class Notice.

Named Plaintiffs and Defendants, through their respective attorneys, have jointly prepared a Class Notice and a Workweek Dispute Form, which in substance will be provided to the members of the Settlement Class as follows:

As soon as practicable following Preliminary Approval of the Settlement, but no later than fourteen (14) days after the Court's Preliminary Approval Order, Defendants will provide to the Settlement Administrator the following information about each Settlement Class Member ("Class List"): (1) name; (2) last known home address; (3) Social Security Number; and (4) number of Eligible Workweeks during the Class Period and PAGA Period. Defendants further agree to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Class Counsel shall also receive a redacted Class List that shall only disclose an identification number attributed to each Settlement Class Member and the number of Eligible Workweeks for each Settlement Class Member.

The Settlement Administrator shall run all the addresses provided through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Notice and Workweek Dispute Form to the members of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available, within ten (10) calendar days of the receipt of the Class List from Defendants. The Notice shall provide the members of the Settlement Class forty-five

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(45) days' notice of all applicable dates and deadlines.

The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement; the date and location of the Final Approval Hearing; information regarding the opt-out procedure; Defendants' calculation of the number of Eligible Workweeks that each Settlement Class Member has worked during the Class Period and PAGA Period, and the estimated potential recovery for the proposed Settlement Class Member and PAGA Allegedly Aggrieved Employee. The Notice shall enclose the Workweek Dispute Form for Settlement Class Members.

For each Settlement Class Member, the Workweek Dispute Form will identify the number of Eligible Workweeks that s/he was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Workweek Dispute Form. A Settlement Class Member's receipt of his or her Settlement Payment is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a signed Workweek Dispute Form, the number of Workweeks identified in the Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is discussed in Section X, below.

If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto.

Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all

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deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

No later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

B. Objections.

In order for any Settlement Class Member to object to the non-PAGA portion of the Settlement, or any term of it, the person making the objection must not submit a request for exclusion (i.e., must not opt out). To object to the Settlement in writing, a Class Member must send the objection to the Settlement Administrator within forty-five (45) days after the Notice of Proposed Class Action Settlement was initially mailed to the Settlement Class Members. A Settlement Class Member making an objection may appear at the Final Approval Hearing with or without submitting any written objection. The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class Member objections. Any Settlement Class Member who submits an objection may also participate in the settlement.

Named Plaintiffs hereby endorse the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class.

C. Opportunity to be Excluded and Defendant's Opt-Out Threshold.

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In order for any Settlement Class Member to validly exclude himself or herself from the Settlement Class (i.e., to validly opt out), a written request for exclusion ("Opt-Out Form") must be signed by the Settlement Class Member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class Members. The Notice shall contain instructions on how to opt out.

The date of the initial mailing of the Notice, and the date the signed Opt-Out Form was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class Member who timely and validly submits an Opt-Out Form will not be entitled to any portion of the Net Settlement Amount, will not be bound by the terms and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon.

Any member of the Settlement Class who does not timely file and mail an Opt-Out Form will be deemed included in the Settlement Class in accordance with this Agreement. There is no ability for a PAGA Allegedly Aggrieved Employee to opt out of the PAGA Settlement.

In the event that ten percent (10%) or more of the Class Members exercise their right to exclude themselves and opt out of the Settlement, Defendants retain the exclusive right, but not the obligation, to withdraw from and terminate the Settlement and the Settlement Agreement and return all Parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. In the event that Defendants exercise such rights under this paragraph, Named Plaintiffs and Defendants shall resume the Litigation through and until there is a final settlement of the Litigation. Defendants must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendants' withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Defendants shall pay all administration expenses incurred through the date of their termination of the Settlement.

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D. Cooperation

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class Member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class Member's options.

X. <u>DISPUTE PROCEDURE</u>

Named Plaintiffs and Defendants have agreed upon the following payment formula to resolve all disputes submitted by Settlement Class Members:

The Settlement Administrator will calculate the total number of Workweeks for all Settlement Class Members who were employed by Defendants during the Class Period and/or PAGA Period ("Total Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Settlement Class Members who do not opt out in accordance with Section IX(C) above during the Class Period and/or PAGA Period ("Workweek Point Value").

An individual Settlement Payment for each Settlement Class Member will then be determined by multiplying a Settlement Class Member's Eligible Workweeks in the Class Period by the Workweek Point Value. The Settlement Payment will be reduced by any required legal deductions for each participating Settlement Class Member.

The individual PAGA Payment for each Allegedly Aggrieved Employee will be determined by dividing the PAGA Allegedly Aggrieved Employee's number of Eligible Workweeks within the PAGA Period by the total number of Eligible Workweeks worked by all PAGA Allegedly Aggrieved Employees during the PAGA Period and multiplying that amount by the portion of the PAGA Amount not going to the LWDA (i.e., $12,500.00).

If a member of the Settlement Class does not dispute the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person need not take further action to participate in the Settlement. If a member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible

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Workweeks that such person believes in good faith is correct, and stating that the member of the Settlement Class authorizes the Settlement Administrator to review the Settlement Class Member's personnel file and leave management records to determine such information, and attaching any relevant documentation in support thereof. The Settlement Class Member must mail the signed and completed statement no later than forty-five (45) days after the date of the mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and Workweek Dispute Form will govern the Settlement Payment to the Settlement Class Member.

Upon timely receipt of any such dispute, the Settlement Administrator, in consultation with Class Counsel and counsel for Defendants, will review the pertinent payroll records showing the dates the Settlement Class Member was employed and the pertinent leave(s) taken, which records Defendants agree to make available to the Settlement Administrator and Class Counsel.

After consulting with Class Counsel and counsel for Defendants, the Settlement Administrator shall compute the number of Eligible Workweeks to be used in computing the Settlement Class Member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement Class Member claims he or she worked during the Class Period or PAGA Period and the dates indicated by Defendants' records, Defendants' records will control unless inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class Member, in which case the paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send written notice of the decision on any such claim to the Settlement Class Member, Class Counsel, and counsel for Defendants within ten (10) calendar days of receipt of the dispute.

XI. <u>COMPUTATION AND DISTRIBUTION OF PAYMENTS</u>

A. Distribution Formula.

Members of the Settlement Class who do not opt out of the Settlement will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section VII(A) above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

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The lump sum payment to each member of the Settlement Class not excluding him/herself will be determined in accordance with the procedure set forth in Section X.

B. Funding of Settlement.

Payment of the Settlement Amount shall be made to the Settlement Administrator within thirty (30) calendar days following the date on which the Court grants Final Approval of the Settlement and a determination of the Settlement Administrator of the final Gross Settlement Amount, inclusive of the Employer Taxes. At no time prior to Final Approval of the Settlement shall Defendants be required to escrow any portion of the Settlement Amount.

C. Increase in Number of Workweeks.

Defendants represented at mediation that there were approximately 37,140 workweeks during the Class Period. This Amended Stipulation of Settlement serves to increase the number of workweeks to 42,221. In the event that the actual number of workweeks exceeds the estimated number of workweeks by more than 10% (i.e., 46,443 workweeks), the Class Period released in this action shall end on the day that the 10% threshold is exceeded. For example, if the number of workweeks to be released reaches 46,443 workweeks on January 1, 2023, then the Class Period shall cut off on January 1, 2023.

D. Time for Distribution.

The Settlement Administrator shall cause the Gross Settlement Amount (inclusive of the Court-approved attorney's fees and Litigation costs, Court-approved Service Enhancements to Named Plaintiffs, and PAGA Amount) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the date of funding set forth in Section XI(B).

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant to California *Code of Civil Procedure* section 384(a). In accordance with California *Code of Civil Procedure* section 384, the Parties shall follow the procedure set forth in (1) – (5) below in regard to unpaid residue:

(1) The full amount of unpaid residue (resulting from uncashed or returned checks) will be paid to California Los Angeles Trial Lawyers' Charities, 2708 Wilshire Boulevard, Suite 391, Santa Monica, CA 90403. In the event any interest accrues on the residual amount, the interest portion shall also revert to the Los Angeles Trial Lawyers Charities. The Settlement Administrator shall make payment of residual amounts six (6) months after the checks are mailed to the Class Members, and no later than seven (7) months after the initial mailing of checks.

(2) Class Counsel shall file with the Motion for Final Approval a stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended Judgment (Section 384) memorializing the Parties' agreement to amend the judgment to adopt the Settlement Administrator's determination of amount of unpaid residue, plus interest at the legal rate of 10% from the date of entry of the initial judgment, to be paid to the *cy pres*;

(3) Class Counsel shall attach to the Stipulation to Amend Judgment a [Proposed] Stipulated Amended Judgment form with a signature line for the Court and blanks for the amount of residue plus interest to be added to the judgment and the total amount of the amended judgment;

(4) Along with the Final Report, the Settlement Administrator shall file with the Court a photocopy of the Parties' Stipulation to Amend Judgment along with a [Proposed] Stipulated Amended Judgment form with the amount of residue plus interest to be added to the judgment and the total amount of the judgment, plus interest, filled in; and

(5) The Court signs and enters the Stipulated Amended Judgment.

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendants, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other

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form of compensation for the purposes of Defendants' benefit plan, policy or bonus program. Defendants retain the right to modify the language of their benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Defendants shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of Two Hundred Fifty-Four Thousand Five Hundred Seventy Dollars and Eight Cents ($254,570.08), which represents 33 and 1/3% of the Gross Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and this Settlement. Additionally, Defendants shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00), which represents all past and future Litigation costs and expenses necessary to prosecute, settle, and administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing Preliminary and Final Approval (including any appeals thereof). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendants for such work. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiffs and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar days following the date the Settlement is funded pursuant to Section XI(B), the Settlement Administrator shall disburse payment from the Gross Settlement Amount for the amounts of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net

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Settlement Amount to be distributed between the participating Settlement Class Members on a pro rata basis.

XIV. SERVICE ENHANCEMENT TO NAMED PLAINTIFFS

Defendants shall not oppose an application by Named Plaintiffs, and Named Plaintiffs shall not seek or receive an amount in excess of Five Thousand Dollars and Zero Cents ($5,000.00) each, for their participation in and assistance with the Litigation (i.e., Named Plaintiffs' class representative Service Enhancements). Any Service Enhancements awarded to Named Plaintiffs by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves a Service Enhancement of less than $5,000.00 to Named Plaintiffs, then the unapproved portion(s) shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the Parties' stipulated allocation of the Net Settlement Amount as provided for in this Section.

In Defendants' sole discretion, and to which Named Plaintiffs and Class Counsel do not object, the amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows: 20 % as wages; 40 % as interest; and 40% as penalties.

IRS Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law is changed after the date of this Agreement, the processes set forth in this Section may be

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modified in a manner to bring Defendants into compliance with any such changes.

Finally, any and all Employer Taxes which Defendants normally would be responsible for paying based on the Settlement Payments made to the individual Settlement Class Members will be paid and borne by Defendants in proportion of their respective contribution to the Gross Settlement Amount in addition to and not as a deduction from the Gross or Net Settlement Amounts.

XVI. PAGA ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under PAGA, the Parties agree to allocate Fifty Thousand Dollars and Zero Cents ($50,000.00) from the Gross Settlement Amount as penalties authorized by PAGA. Seventy-five percent (75%) of this amount, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) will be paid to the LWDA and twenty-five percent (25%) of this amount, or Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00) will be distributed on a pro rata basis to PAGA Allegedly Aggrieved Employees through the Settlement Administrator and at no additional cost to Defendants. Within twenty-one (21) calendar days following the date the Settlement is funded pursuant to Section XI(B), the Settlement Administrator shall disburse the LWDA's share of the PAGA Amount to the LWDA and will provide notice to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court's order confirming the approval of the Settlement.

XVII. COURT APPROVAL

This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry of Judgment. Named Plaintiffs and Defendants agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiffs and Defendants expressly agree that they will not file any objection to the terms of the Settlement or assist or encourage any person or entity to file any such objection.

In the event it becomes impossible to secure approval of the Settlement, the Parties shall be restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for

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Preliminary Approval, except as otherwise provided in Section XVIII, below.

XVIII. MISCELLANEOUS PROVISIONS

A. Stay of Litigation.

Named Plaintiffs and Defendants agree to the stay of all discovery in the Litigation, pending Final Approval of the Settlement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Named Plaintiffs and Defendants. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Stipulation of Settlement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Orange, and Named Plaintiffs and Defendants hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiffs and Defendants with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court.

C. Further Cooperation.

Named Plaintiffs and Defendants and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all

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things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

D. Confidentiality of Documents.

After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations, and other information and records obtained in the Litigation, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

E. Counterparts.

This Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries and No Prior Assignment.

Named Plaintiffs, members of the Settlement Class, and Defendants are direct beneficiaries of this Agreement, and each of the Parties warrants that there are no third-party beneficiaries of this Settlement. However, this Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

Named Plaintiffs further represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

H. Modification.

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties in writing without Court approval if the Parties agree and cause exists for such modification. This Agreement may not be

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discharged except by performance in accordance with its terms or by a writing signed by the Parties.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

(1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

(2) The Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and

(3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax

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treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

L. Exhibits and Headings.

The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

APPROVED AS TO FORM AND CONTENT:

Date: 2/25/2025, 2025

ON BEHALF OF PLAINTIFF:

By: DocuSigned by: Teresa

TERESA ALVAREZ, *Plaintiff*

Date: 2/25/2025, 2025

ON BEHALF OF PLAINTIFF:

By: Firmado por: Mirna Reyes

MIRNA REYES, *Plaintiff*

Date: 2/27, 2025

ON BEHALF OF DEFENDANT:

By:

Name: ROY THOMSEN
Position: PRESIDENT
For LIQUID GRAPHICS, INC.

Date: March 17th, 2025

ON BEHALF OF DEFENDANT:

By: James S. Radvany

Name: James S. Radvany
Position: CFO
For LYNEER STAFFING SOLUTIONS, LLC.

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APPROVED AS TO FORM:

Date: February 24, 2025

WILSHIRE LAW FIRM

By: ______________________________
Nicol E. Hajjar
Rachel J. Vinson, Esq.
Elizabeth M. Votra
Attorneys for Plaintiffs

Date: March 17, 2025

STACEY COOPER LAW P.C.

By: ______________________________
Stacey M. Cooper
Attorneys for Defendant LYNEER STAFFING SOLUTIONS, LLC

Date: 2/27/25, 2025

BUCHALTER LAW FIRM

By: ______________________________
Joshua Mizrahi
Graham G. Lambert
Attorneys for Defendant LIQUID GRAPHICS, INC

EXHIBIT 2

Christina Hicklin

From: no-reply@formassembly.com
Sent: Wednesday, August 6, 2025 10:51 PM
To: Christina Hicklin
Subject: Thank you for your Proposed Settlement Submission

08/06/2025 10:50:59 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/06/2025 10:50:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-868445-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cchristina.hicklin%40wilshirelawfirm.com%7C930b293e967546c5f97608ddd57669a9%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638901426763559564%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=sutFzYyS7vzwN4uOLaL4D26rSfRHhkgWhTufuBkyAkQ%3D&reserved=0

EXHIBIT 3

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

8/4/2025

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	04/01/2022	556600	Mediation Fee - Judicate West	$6,250.00	6,250.00
	03/07/2023	589886	Mediation Fee - Judicate West	$8,375.00	14,625.00
Total MEDIATION FEES				$14,625.00	14,625.00
Expert Fees					
	10/05/2022	6873	Expert Fees	$1,500.00	1,500.00
	04/11/2024	11577	Expert Fees	$900.00	2,400.00
Total EXPERT FEES				$2,400.00	2,400.00
Legal Expenses					
	11/03/2022		Orange County Superior Court	$7.50	7.50
	01/30/2025		San Bernardino Superior Court	$0.34	7.84
	01/30/2025		San Bernardino Superior Court	$7.50	15.34
Total LEGAL EXPENSES				$15.34	15.34
Filing and Process Service Fees					
	2/26/2022		Department of Industrial Relations	$75.00	75.00
	03/25/2022		Attorney Services - One Legal LLC	$1,492.52	1,567.52
	07/06/2022		Attorney Services - One Legal LLC	$12.87	1,580.39
	10/26/2022		Attorney Services - One Legal LLC	$15.19	1,595.58
	10/28/2022		Attorney Services - One Legal LLC	$15.19	1,610.77
	02/01/2023		Attorney Services - One Legal LLC	$15.65	1,626.42
	12/04/2023	21761070	Attorney Services - One Legal LLC	$15.65	1,642.07
	12/15/2023	21783837	Attorney Services - One Legal LLC	$15.65	1,657.72
	12/27/2023	21890671	Attorney Services - One Legal LLC	$77.42	1,735.14
	05/08/2024	22851918	Attorney Services - One Legal LLC	$17.71	1,752.85
	05/10/2024	22875946	Attorney Services - One Legal LLC	$17.71	1,770.56
	07/02/2024	23254188	Attorney Services - One Legal LLC	$17.71	1,788.27
	07/15/2024	23312688	Attorney Services - One Legal LLC	$17.71	1,805.98
	12/02/2024	24234417	Attorney Services - One Legal LLC	$39.44	1,845.42
	01/30/2025	24611699	Attorney Services - One Legal LLC	$19.82	1,865.24
	03/19/2025	24950801	Attorney Services - One Legal LLC	$41.51	1,906.75
	03/25/2025	24985481	Attorney Services - One Legal LLC	$19.82	1,926.57
	07/12/2024	78874	Attorney Services - Valpro	$175.00	2,101.57
	01/30/2025	87137	Attorney Services - Valpro	$143.00	2,244.57
Total FILING and PROCESS SERVICE FEES				$2,244.57	2,244.57
TOTAL				**$19,284.91**	**19,284.91**