

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

MARIA BRENDA ZAAVEDRA, on behalf
of herself and others similarly situated,

Plaintiff,

vs.

WET OKOLE HAWAII, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2022-01246810-CU-OE-CXC
(Class Action)

Related Case No.: 30-2022-01264339-CU-OE-
CXC (PAGA Action)

Judge: The Honorable Melissa R. McCormick
Dept.: CX105

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 Plaintiff Maria Brenda Zaavedra (“plaintiff” or “Representative Plaintiff”), individually and
2 on behalf of other similarly situated employees, has moved the Court for preliminary approval of
3 the parties’ class action and PAGA settlement, as set forth in the parties’ Stipulation of Settlement
4 and Release and the two amendments thereto (together, the “Settlement Agreement” or
5 “Settlement”). The Stipulation of Settlement and Release and the two amendments thereto are
6 attached hereto as **Exhibits 1, 2 and 3**, respectively. Attached hereto as **Exhibit 4** is the Notice
7 Packet (in English and Spanish).

8 The Court has considered the parties’ Settlement Agreement, along with the motion for
9 preliminary approval and all declarations and other documents filed in support thereof, and finds
10 good cause for entering this Order preliminarily approving the parties’ Settlement.

11 **NOW THEREFORE, IT IS HEREBY ORDERED:**

12 1. This Order hereby incorporates by reference the definitions in the Settlement
13 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning
14 as set forth in the Settlement Agreement unless otherwise specifically stated.

15 2. In accordance with the Settlement Agreement, the Court preliminarily certifies, for
16 settlement purposes only, the following Class: “all current and former non-exempt employees of
17 Defendant Wet Okole Hawaii, Inc. working in California at any time during the Class Period (July
18 6, 2020 through June 18, 2021).”

19 3. For purposes of the Settlement, the Court preliminarily appoints Joseph Lavi, Esq.
20 and Vincent C. Granberry, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel. Class Counsel is
21 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
22 may be given, pursuant to the Settlement, and such other acts necessary to finalize the Settlement
23 Agreement and its terms. Any Class Member may enter an appearance on his or her own behalf, or
24 through his or her own counsel at such Class Member’s own expense. Any Class Member who does
25 not enter an appearance through counsel or appear on his or his own behalf will be represented by
26 Class Counsel.

27 4. For the purposes of this Settlement, plaintiff Maria Brenda Zaavedra is hereby
28 preliminarily appointed as Representative Plaintiff.

1 5. The Court preliminarily appoints Phoenix Settlement Administrators as the
2 Settlement Administrator.

3 6. The court orders the parties and the Settlement Administrator to perform their duties
4 and obligations set forth in the Settlement Agreement.

5 7. The Court hereby preliminarily approves the proposed Settlement upon the terms and
6 conditions set forth in the Settlement Agreement. The Court finds that the Settlement appears to be
7 within the range of reasonableness necessary for preliminary approval by the Court. It appears to
8 the Court that the Settlement's terms are fair, adequate, and reasonable, and in the best interests of
9 the Class Members.

10 8. The Gross Settlement Amount is \$110,000.00. The court preliminarily approves the
11 following deductions from the Gross Settlement Amount: a) PAGA penalties of \$15,000 with 75%
12 (\$11,250.00) of such amount payable to the Labor & Workforce Development Agency and 25%
13 (\$3,750.00) payable to the PAGA Aggrieved Employees; b) settlement administration costs not to
14 exceed \$6,500.00; c) attorneys' fees to Class Counsel not to exceed \$33,000.00; d) attorneys' costs
15 to Class Counsel not to exceed \$22,000.00; and e) an enhancement award to the Representative
16 Plaintiff not to exceed \$4,000.00.

17 9. The Court hereby approves, as to form and content, the Notice Packet (consisting of
18 the Class Notice, the Objection Form, the Exclusion Form, and the Dispute Form) which is attached
19 hereto as **Exhibit 4** (in English and Spanish). The Court finds that distribution of the Notice Packet
20 documents to the Class Members, substantially in the manner and form set forth in the Settlement
21 and this Order, meets the requirements of due process and is the best notice practicable under the
22 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

23 10. A Final Approval Hearing is scheduled for the date set forth below before the
24 Honorable Melissa R. McCormick in Department CX105 of the Orange County Superior Court. The
25 purpose of such hearing will be to determine all necessary matters concerning the Settlement,
26 including specifically: (a) determining whether the proposed Settlement should be finally approved
27 by the Court as fair, reasonable, and adequate; (b) determining approval of the Settlement
28 Administrator's administration fees; (c) determining approval of Class Counsel's request for

attorneys' fees and litigation costs; and (d) determining any an enhancement award to the Representative Plaintiff. All papers in support of the final approval of the settlement shall be filed no later than sixteen court days before the final approval hearing.

11. The Court may adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement, without further notice to the Class, and retains jurisdiction to both consider further matters concerning the Settlement and to enforce the Settlement pursuant to Code of Civil Procedure section 664.6.

12. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement the Settlement as provided for herein.

13. The Court orders the following schedule of dates for administration events, further actions, and further proceedings in this matter (dates provided are based on the preliminary approval date referenced below):

Preliminary Approval Date:	April 16, 2026
Deadline for Defendant to Transfer Class Data to Settlement Administrator	May 1, 2026 (15 days after the date of entry of the Preliminary Approval Order)
Mailing of Notice Packet to Class Members:	May 18, 2026 (15 days after the transfer of Class Data to the Settlement Administrator)
Deadline for mailing of objections or disputes / requests for exclusion:	July 17, 2026 (60 days after date above for the mailing of the Notice Packet)

1 Filing date for Motion for Final Approval of
2 Settlement, and Motion for Approval of Class
3 Counsel attorneys' fees and costs, Representative
4 Plaintiff's service award, and Settlement
5 Administrator fees:

_____, 2026

(16 court days before Final Approval
Hearing date below)

6 Final Approval Hearing

October 22, 2026 at 2:00 p.m.

8 **IT IS SO ORDERED.**

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11 Dated: April 28, 2026



12 _____
13 Melissa R. McCormick
14 Judge of the Superior Court
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EXHIBIT “1”

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MARIA BRENDA ZAAVEDRA, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

WET OKOLE HAWAII, INC.; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 30-2022-01246810-CU-OE-CXC
(Class Action)

Case No.: 30-2022-01264339-CU-OE-CXC
(PAGA Action)

**STIPULATION OF SETTLEMENT AND
RELEASE**

Judge: The Honorable Melissa R. McCormick
Dept.: CX-104

1 This Stipulation of Settlement and Release is entered into by plaintiff Maria Brenda
2 Zaavedra on behalf of herself individually and on behalf of the class members and aggrieved
3 employees as set forth herein, and Defendant Wet Okole Hawaii, Inc. as set forth herein.

4 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
5 approval by the Court, that the settlement of this action shall be effectuated upon and subject to
6 the following terms and conditions.

7 **I. DEFINITIONS**

8 The following capitalized and defined terms used in this Agreement shall have the
9 following meanings:

10 A. "Action" means collectively the above-referenced related class action and PAGA
11 action, filed in the Superior Court of the State of California, County of Orange, Case No. 30-
12 2022-01246810-CU-OE-CXC (Class Action) and Case No. 30-2022-01264339-CU-OE-CXC
13 (PAGA Action).

14 B. "Agreement" or "Settlement" means this Stipulation of Settlement and Release
15 and all exhibits hereto.

16 C. "Class" means all current and former non-exempt employees of Defendant
17 working in California at any time during the Class Period.

18 D. "Class Counsel" means Joseph Lavi, Vincent Granberry, Cassandra A. Castro, and
19 Antonia McKee of Lavi & Ebrahimian, LLP, located at 8889 W. Olympic Blvd., Suite 200,
20 Beverly Hills, California 90211.

21 E. "Class Member" means a current or former non-exempt California employee of
22 Defendant who is included within the definition of the Class.

23 F. "Class Period" means the time period from and including July 6, 2020 through
24 June 18, 2021.

25 G. "Court" means the Superior Court of the State of California for the County of
26 Orange, including, without limitation, the actions and orders of any assigned judge for the Action.

27 H. "Defendant" means the defendant in the Action – Wet Okole Hawaii, Inc.

28 I. "Defendant's Counsel" means the law firm LightGabler, located at 760 Paseo

1 Camarillo, Suite 300, Camarillo, California, 93010.

2 J. "Distribution Formula" means the formula used to calculate each Settlement Class
3 Member's and PAGA Aggrieved Employee's proportionate share of the Net Settlement Sum. The
4 Distribution Formula is as follows: each Settlement Class Member shall be allocated an
5 individual settlement payment amount based on the number of workweeks each Settlement Class
6 Member worked for Defendant as an hourly, non-exempt employee in California during the Class
7 Period. The individual settlement payment for each Settlement Class Member who does not opt
8 out shall be calculated as follows: (a) the number of workweeks each Settlement Class Member
9 worked; divided by (b) the aggregate number of workweeks for all Settlement Class Members as
10 calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Sum. Because
11 PAGA Aggrieved Employees cannot opt out of the PAGA claims, each PAGA Aggrieved
12 Employee, whether or not a Settlement Class Member, shall also receive his or her individual
13 share of the PAGA Payment calculated as follows: (a) the number pay periods each PAGA
14 Aggrieved Employee worked as an hourly non-exempt employee for Defendant in California
15 during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all
16 PAGA Aggrieved Employees during the PAGA Period; and then multiplied by the employee's
17 portion (*i.e.* 25%) of the PAGA Payment. The Parties agree that the Distribution Formula may be
18 changed or modified as the Court in its discretion deems appropriate for purposes of adjudicating,
19 effectuating, or exercising jurisdiction over the Settlement, without affecting the enforceability of
20 this Settlement by the Parties hereto.

21 K. "Effective Date" means the date when all of the conditions set forth in Section IV,
22 paragraph O below – "Effective Date of Agreement" – have occurred.

23 L. "Final Judgment" means the order (or orders) entered and filed by the Court
24 entering final judgment and ending the Action pursuant to the terms of this Agreement.

25 M. "Generally Released Claims" means any and all claims, actions, causes of action,
26 rights, demands, debts, obligations, damages, accountings, or any other matters of whatever
27 nature, known or unknown, which the releasing party may have arising out of or relating to any of
28 the matters, acts or omissions described or referred to in the Action, or in any way arising from or

1 relating to the prior relationship, involvement, or contact between the Parties as of the date of the
2 Parties signing this Agreement, whether referred to in the Action or not, as of the date of the
3 Parties signing this Agreement. By way of example, the Generally Released Claims includes any
4 claims or causes of actions arising out of or related in any way to the releasing party's prior
5 relationships and interactions with the Released Parties, including, without limitation, any claims
6 (whether state, federal, or administrative) for compensation, salaries, wages, bonuses,
7 commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay,
8 paid leave benefits, penalties, premiums, liquidated damages, interest, damages, back or front
9 pay, lost profits or opportunities, costs, expenses, attorneys' fees, employee benefits, promises
10 concerning any of the above, remedies of any other type, breach of contract or duty, fraud,
11 misrepresentation, defamation, discrimination or harassment in any form, retaliation, breach of
12 the implied covenant of good faith and fair dealing, wrongful or tortious discharge in violation of
13 statute or public policy, intentional or negligent infliction of emotional distress, or any other
14 claims arising under any federal, state, local or other governmental statute or ordinance, including
15 without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964;
16 the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor
17 Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget
18 Reconciliation Act of 1985; the Older Workers Benefit Protection Act; the Worker Adjustment
19 and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act of
20 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal
21 Revenue Code of 1986, as amended; the Service Contract Act; the California Fair Employment
22 and Housing Act; the California Family Rights Act; the California Labor Code (including the
23 Private Attorneys General Act); the California Civil Code; the California Government Code; the
24 California Constitution; and any and all claims for penalties, punitive damages, exemplary
25 damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of
26 similar content or effect.

27 N. "Gross Settlement Sum" or "GSS" means the total maximum settlement payment
28 and monetary amount to be paid by Defendant under this Settlement, which is One Hundred and

1 Ten Thousand Dollars and No Cents (\$110,000.00).

2 O. "Net Settlement Sum" or "NSS" means the Gross Settlement Sum less amounts
3 deducted pursuant to this Agreement for the Court-approved PAGA Payment, settlement
4 administration costs, attorneys' fees and costs awarded to Class Counsel, and the service award
5 awarded to Representative Plaintiff. The Net Settlement Sum will constitute the total sum
6 available for Settlement Payments from which Class Members will be paid under the Settlement.

7 P. "Notice Packet" means the mailing to Class Members consisting of the Class
8 Notice, the Objection Form, the Exclusion Form, and the Dispute Form. The proposed form of
9 the Class Notice, Objection Form, Exclusion Form, and Dispute Form are attached hereto as
10 Exhibits A, B, C, and D respectively, and the Parties agree that Exhibits A, B, C, and D may be
11 changed or modified as the Court in its discretion deems appropriate for purposes of adjudicating,
12 effectuating, or exercising jurisdiction over the Settlement, without affecting the enforceability of
13 this Settlement by the Parties hereto.

14 a. "Class Notice" means the written notice sent to Class Members following the
15 Preliminary Approval Order which summarizes and explains the Settlement
16 and Class Members' options in connection with the Settlement. The proposed
17 Class Notice is attached hereto as Exhibit A.

18 b. "Objection Form" means the written form sent to Class Members following
19 the Preliminary Approval Order by which a Class Member may submit an
20 objection to the Settlement. The proposed Objection Form is attached hereto as
21 Exhibit B.

22 c. "Exclusion Form" means the written form sent to Class Members following
23 the Preliminary Approval Order by which a Class Member may exclude
24 himself or herself from the class action portion of the Settlement (*i.e.* opt out),
25 though not from settlement of the PAGA claim. The proposed Exclusion Form
26 is attached hereto as Exhibit C.

27 d. "Dispute Form" means the written form sent to Class Members following the
28 Preliminary Approval Order by which a Class Member may dispute the

1 number of qualified workweeks he or she has been credited with for purposes
2 of calculating that Class Member's Settlement Payment. The proposed Dispute
3 Form is attached hereto as Exhibit D.

4 Q. "PAGA Aggrieved Employee" means a current or former non-exempt California
5 employee of Defendant who worked during the PAGA Period.

6 R. "PAGA Payment" means the payment amount that the Court approves as the
7 payment from the GSS to settle and resolve the Private Attorneys General Act ("PAGA") claim
8 in the Action.

9 S. "PAGA Period" is the period from February 18, 2021 to June 18, 2021.

10 T. "PAGA Released Claims" means any and all Settled Claims that were pled or
11 could have been pled under the Private Attorneys General Act statutory scheme (Labor Code
12 §§2698, et seq.) arising out of or relating to the employment or work performed by Class
13 Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in
14 the complaints in the Action (including any previously filed complaints in the Action) or any
15 PAGA notice; or 2) arise out of, are comprised of, and/or are related to the facts, matters,
16 transactions or occurrences alleged in the complaints in the Action or any PAGA notice.

17 U. "Parties" means the parties to this Agreement, including specifically
18 Representative Plaintiff, Settlement Class Members, and PAGA Aggrieved Employees, and
19 Defendant.

20 V. "Preliminary Approval Order" means the Order entered and filed by the Court that
21 preliminarily approves the terms and conditions of this Settlement, including, without limitation,
22 the manner and content of providing notice to the Class.

23 W. "Released Parties" means defendant Wet Okole Hawaii, Inc., and its owners,
24 directors, shareholders, officers, members, managers, attorneys, supervisors, representatives,
25 insurers, and employees, past and present, and any other persons or entities that were alleged or
26 could have been alleged to be a joint employer and/or jointly liable with Defendant in the Action
27 during the Class Period.

28 X. "Representative Plaintiff" means plaintiff Maria Brenda Zaavedra.

1 Y. “Settled Claims” means any and all wage and hour claims, rights, demands, debts,
2 liabilities, causes of action, primary rights, or claims for relief arising out of or relating to the
3 employment or work performed by Class Members during the Class Period that: 1) are alleged,
4 were alleged, or could have been alleged in the complaints in the Action (including any
5 previously filed complaints in the Action) or any PAGA notice; or 2) arise out of, are comprised
6 of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaints in
7 the Action or any PAGA notice, whether under federal, state, or common law, including, without
8 limitation, any violation of the California Labor Code, the California Business and Professions
9 Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only,
10 “Settled Claims” includes all types of relief available for the above referenced claims and theories
11 of relief, including, without limitation, any claims for unpaid or late payment of any wages owed,
12 unpaid minimum wage, unpaid overtime, unpaid doubletime pay, and/or wage statement
13 violations, and including claims arising therefrom for damages, reimbursement, restitution,
14 losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or
15 declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Claims” also
16 includes all claims identified herein arising out of work performed by Class Members during the
17 Class Period, which could have been brought against entities alleged to be a joint employer
18 and/or jointly liable with Defendant during the Class Period. “Settled Claims” does not include,
19 and Class Members do not settle or release any claims for wrongful termination, violation of the
20 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
21 compensation, or claims premised on facts or circumstances occurring outside of the Class
22 Period.

23 Z. “Settlement Administrator” means the selected third-party class action settlement
24 administrator approved by the Court for purposes of administering this Settlement as provided
25 herein.

26 AA. “Settlement Class Member” means each Class Member who does not validly
27 exclude himself or herself from this Settlement (*i.e.* opt out) pursuant to the terms herein.

28 BB. “Settlement Class” means all Settlement Class Members.

1 CC. "Settlement Fairness Hearing" or "Final Approval Hearing" means the Court
2 hearing (or hearings) following providing notice to the Class at which Representative Plaintiff
3 and Class Counsel will request that the Court determine whether to fully and finally approve the
4 fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, and request
5 that the Court take other necessary and appropriate actions as provided under the terms herein.

6 DD. "Settlement Payment" means the payment to a Settlement Class Member under
7 the terms of this Agreement as part of this Settlement, which includes an individual's respective
8 portion of the Net Settlement Sum and/or an individual's respective portion of the PAGA
9 Payment where applicable.

10 EE. "Unknown Claims" means a person's released claims which such person does not
11 know or suspect to exist in that person's favor at the time of this Settlement, including such
12 claims which, if known by such person, might have affected such person's decision to enter into
13 this Settlement and agree and accept the releases herein. As to any person's release of its
14 Unknown Claims, that person expressly waives and relinquishes, to the fullest extent permitted
15 by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which
16 provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
19 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH
20 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
21 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 As to a person's release of its Unknown Claims, that person also waives any and all
23 provisions, rights and benefits conferred by any law of any state or territory of the United States,
24 or principle of common law, or of international or foreign law, which is similar, comparable or
25 equivalent to Section 1542 of the California Civil Code. A person releasing Unknown Claims
26 may hereafter discover facts in addition to or different from those which he, she, or it now knows
27 or believes to be true with respect to its released claims, but hereby stipulates and agrees that with
28 this Settlement such person fully releases any and all released claims, known or unknown,

1 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
2 which now exist, or heretofore have existed, upon any theory of law or equity, including, but not
3 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
4 duty, law, or rule, without regard to the subsequent discovery or existence of such different or
5 additional facts.

6 **II. RECITALS**

7 A. Representative Plaintiff Zaavedra filed her class action complaint on February 18,
8 2022, and her related PAGA complaint on June 10, 2022. Both complaints were filed in Orange
9 County Superior Court and both are collectively referred to herein as the “Action.” In the Action,
10 Representative Plaintiff sought compensatory and other damages, penalties, restitution, interest,
11 costs, attorney's fees, injunctive and declaratory relief, and such further relief deemed appropriate
12 by the Court on the basis of Representative Plaintiff's asserted causes of action and claims and
13 allegations set forth in the Action.

14 B. Following the filing of the Action and initial investigations and assessments being
15 conducted by the Parties, the Parties scheduled and conducted a daylong mediation on June 5,
16 2023 with a well-recognized and highly-experienced class / PAGA action and employment law
17 mediator – Mr. Paul Grossman, Esq. At the mediation, a settlement in principle was reached
18 based on a mediator's proposal to the Parties. The terms of the Parties' provisional settlement
19 were memorialized in a written document and that forms the basis for this settlement agreement.

20 C. As will be further detailed and discussed in Representative Plaintiff's motion for
21 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative
22 Plaintiff, has conducted a substantial investigation of the facts and law during the prosecution of
23 this Action. This has also included obtaining class information as to the composition of the Class,
24 and obtaining, and analyzing and reviewing a variety of documents and other materials relating to
25 the policies and practices of Defendant as these relate to the asserted claims, and engaging in
26 various damages analyses and assessments in connection with the issues and liability theories in
27 the case.

28 D. Representative Plaintiff and Class Counsel have concluded, after taking into

1 account the disputed factual and legal issues involved in this Action, the risks, expenses, and
2 delay involved in the further prosecution of this case, and the benefits to be received by the Class
3 pursuant to the compromise and settlement of the Action at this stage, as set forth in this
4 Agreement, that settlement on the terms set forth herein is in the best interest of Representative
5 Plaintiff and the Class and is fair and reasonable. In particular, Class Counsel and Representative
6 Plaintiff understand the uncertainties and risks associated with the class certification process, as
7 well as the potential risks associated with legal and factual defenses expected to be raised by
8 Defendant. In light of such risks and the additional costs and delay that would attend any ultimate
9 recovery if achieved, the settlement set forth herein is fair and reasonable.

10 E. Defendant as well has concluded that there are benefits associated with settling
11 this Action at this stage. After taking into account the disputed factual and legal issues involved
12 in the Action, the expense and burden of protracted litigation, and Defendant's desire to resolve
13 the case and matters at issue and avoid incurring further costs in connection with defending
14 against the Action, Defendant believes that settlement on the terms set forth in this Agreement is
15 in its best interest. Without admitting or conceding liability based on Representative Plaintiff's
16 asserted claims, Defendant hereby enters into this Agreement and agrees as provided herein to
17 pay the Gross Settlement Sum in payment for such settlement in order to resolve this litigation
18 and bar further litigation on the terms and conditions set forth in this Agreement and in order to
19 avoid the burden, expense, and uncertainty associated with continued litigation.

20 NOW THEREFORE, in consideration of the recitals listed above and the promises and
21 releases set forth below, and intending to be legally bound and acknowledging the sufficiency of
22 the consideration and undertakings set forth herein, Representative Plaintiff individually and on
23 behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendant, on the
24 other hand, agree that the Action shall be, and is finally and fully compromised and settled, on the
25 following terms and conditions:

26 **III. RELEASE OF CLAIMS**

27 As a material part of this Agreement and in exchange for payment of the Gross Settlement
28 Sum by Defendant in accordance with this Agreement:

1. Representative Plaintiff fully, finally, and forever releases, relinquishes, settles, and discharges all Settled Claims against the Released Parties, all Generally Released Claims against the Released Parties, and all Unknown Claims against the Released Parties.
2. All Settlement Class Members fully, finally, and forever release, relinquish, settle, and discharge all Settled Claims against the Released Parties.
3. All PAGA Aggrieved Employees and Representative Plaintiff (individually and on behalf of the Labor & Workforce Development Agency) fully, finally, and forever release, relinquish, settle, and discharge all PAGA Released Claims against the Released Parties.

IV. PRELIMINARY APPROVAL, CLASS NOTICE, CLAIMS PROCESS, AND SETTLEMENT FAIRNESS HEARING, AND EFFECTIVE DATE

A. Procedures. As part of this Agreement, the Parties hereto agree to the following procedures for seeking and obtaining the Court's preliminary approval of the Settlement, certifying the Class for purposes of settlement, notifying Class Members concerning the Settlement, seeking and obtaining the Court's final approval of the Settlement, and administering the Settlement.

B. Stipulation To Class Certification For Settlement Purposes Only. For purposes of settlement only, the Parties hereto stipulate that all of the requisites for establishing class certification for settlement purposes have been met. In the event this Settlement is not approved by the Court or otherwise fails to become effective (including through the failure of any condition precedent), the conditional class certification provided for herein for settlement purposes only shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

C. Preliminary Approval of Settlement. Upon execution of this Agreement, Representative Plaintiff shall request that the Court enter a Preliminary Approval Order. The Preliminary Approval Order shall:

1. Preliminarily approve the proposed Settlement and this Agreement;
2. Approve the plan for the provision of notice to Class Members under this Agreement, including the form of the Class Notice;
3. Approve the procedure for Class Members to exclude themselves/opt out of the Settlement, including setting a deadline for Class Members to submit exclusion/opt out requests;
4. Approve the procedure for Class Members to object to the Settlement or dispute the workweek or other data used to calculate a Class Member's individual settlement payment, including setting a deadline for Class Members to submit such objections or disputes; and
5. Schedule the Settlement Fairness Hearing for final approval of this Settlement.

D. Motions For Preliminary And Final Approval And Coordination. Defendant will not oppose Representative Plaintiff's motions for preliminary and final approval of the Settlement provided such motions and related materials are consistent with the terms of this Agreement as set forth herein. Defendant may, but is under no obligation to, file its own motions and related materials in connection with seeking Court approval or review of the Settlement, provided such motions and related materials are consistent with the terms of this Agreement as set forth herein. Subject to the Court ordering hearing and other dates the Court believes are appropriate, the Parties shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions for preliminary and final approval and any other hearing or scheduled events in connection with the Settlement.

E. Class Notice. Notice of the Settlement shall be provided to Class Members. Representative Plaintiff and Class Counsel believe and agree that the proposed procedures for such notice provide the best practicable notice to Class Members.

1. Transfer of Class Data to Settlement Administrator. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator the name, last known address, and Social Security number of each Class Member, along with their weeks worked during

1 the Class Period and pay periods worked during the PAGA Period. The
2 Settlement Administrator will use such information for purposes of calculating
3 each Class Member's share of the Net Settlement Sum and for mailing of the
4 Notice Packet. The Settlement Administrator will keep this information
5 confidential and use it only for the purposes described herein.

- 6 2. Notice To Class. Within fifteen (15) calendar days after transfer of the above-
7 referenced data for the Class to the Settlement Administrator, the Settlement
8 Administrator will send the Notice Packet to Class Members, by first-class
9 mail, at their last known address. Prior to mailing, the Settlement
10 Administrator shall process the class list through the United States Postal
11 Service's National Change of Address database to determine the most current
12 address of all Class Members.
- 13 3. Re-Mailing Notice Packet. Notice Packets that are returned by the postmaster
14 as undeliverable shall be re-mailed by the Settlement Administrator within five
15 (5) calendar days of receipt subject to and in accordance with the following
16 terms. If a forwarding address appears on the return envelope of any returned
17 Notice Packet, then the Settlement Administrator shall re-mail the Notice
18 Packet to that forwarding address. If no forwarding address appears on the
19 return envelope, then, where possible, the Settlement Administrator shall
20 perform a skip trace using identifying information provided by Defendant and
21 re-mail the Notice Packet to the Class Member's address identified by the skip
22 trace if an address is identified. The Settlement Administrator shall have no
23 responsibility to re-mail a Notice Packet more than once. Class Members to
24 whom the Notice Packet has been re-mailed must take any action required
25 under this Settlement before the expiration of deadlines set forth in the Notice
26 Packet. The time period for opting out of/excluding oneself from the
27 Settlement, or filing an objection or dispute, shall not be extended for a Class
28 Member to whom a Notice Packet has been re-mailed.

1 4. Valid Notice. Upon completion of these steps by the Settlement Administrator
2 and subject to Court approval, this shall be deemed appropriate notice for
3 purposes of the Settlement, and the Settlement Class shall be bound by the
4 terms of the Settlement and Final Judgment. The Settlement Administrator
5 shall provide a declaration of due diligence and proof of mailing with regard to
6 the mailing of the Notice Packet, follow-up communications, and its other
7 duties as specified in the Settlement. Class Counsel shall file the Declaration
8 of the Settlement Administrator at least sixteen (16) court days prior to the
9 Settlement Fairness Hearing.

10 F. Administration / Exclusion / Objection and Dispute Process

11 1. Effectuation and administration of this Settlement does not require submission
12 of a claim form for receipt of a settlement payment. Provided, however, under
13 the terms of this Settlement, as to any Class Member who does not validly opt-
14 out of the Settlement, this Settlement will be fully binding on such Class
15 Member, including the release of claims provided herein, and any assertion by
16 such Class Member that he or she did not receive or submit a claim form, did
17 not receive a settlement payment, or did not receive notice of the Settlement
18 (provided the Notice Packet was mailed to the Class Member) shall be of no
19 force and effect and the Class Member shall be bound by the terms and
20 conditions of this Agreement, and shall also be bound by the Court's judgment
21 in this Action, including the release of claims against the Released Parties as
22 provided in this Agreement.

23 2. Class Members may choose to exclude themselves/opt out of this Settlement.
24 To do so, Class Members must within sixty (60) calendar days after the
25 Settlement Administrator first mails the Notice Packet, mail to the Settlement
26 Administrator a written request to exclude themselves/opt out of the
27 Settlement which unambiguously requests to be excluded from the Settlement
28 in conformance with the Exclusion Form, including, this being signed by the

1 Class Member, and including his/her name, address, and last four digits of
2 his/her social security number. A Class Member that submits a valid request to
3 exclude themselves/opt out will not participate in or be bound by the
4 Settlement. Provided, however, with respect to the PAGA portion of the
5 Settlement, including the release of PAGA claims, a Class Member that opts
6 out of the Settlement will be bound by the Settlement as it pertains to the
7 PAGA portion of the Settlement. A Class Member who does not validly
8 exclude himself or herself from the Settlement will be subject to and bound by
9 the terms and conditions of the Settlement upon entry of the Court's order
10 granting final approval to the Settlement. Dates of mailing in connection with
11 this Settlement shall be determined by the postmark date.

12 3. Any Class Member who does not validly exclude himself or herself from the
13 Settlement may object to the Settlement or dispute the workweek or other data
14 used to calculate a Class Member's individual settlement payment as provided
15 herein. Objections and disputes must be submitted within sixty (60) calendar
16 days from the postmark date of when the Notice Packet is initially sent and
17 must be submitted in conformance with the Objection Form and/or Dispute
18 Form and this Settlement, including, being signed by the Class Member and
19 providing the other information provided for therein. A Class Member who
20 objects to the Settlement, or disputes the workweek or other data used to
21 calculate a Class Member's individual settlement payment, may enter an
22 appearance *in propria persona*, or through his/her own attorney. If the Court
23 approves the Settlement, irrespective of a Class Member's objection or
24 dispute, the Class Member will receive a Settlement Payment and will be
25 bound by the Settlement in all respects, including the release of claims
26 provided herein.

27 4. If a Class Member submits an objection or a dispute, and a request to
28 exclude/opt out, the exclusion/opt-out request will be voided and of no force or

1 effect and the objection and/or dispute will be treated as submitted as though
2 without a request to exclude/opt out.

- 3 5. All objections, disputes, and opt-out requests shall be sent directly to the
4 Settlement Administrator at the address indicated on the forms. The Settlement
5 Administrator will certify to Class Counsel and Defendant's Counsel which
6 exclusion/opt out requests, objections, and disputes were timely submitted, if
7 any. Upon request, the Settlement Administrator shall also provide Class
8 Counsel or Defendant's Counsel with copies of any forms, materials, or other
9 communications submitted by Class Members to the Settlement Administrator.
10 The Settlement Administrator shall be responsible for calculating each Class
11 Member's share of the Net Settlement Sum. In connection with the Settlement
12 Payments to be made to Settlement Class Members, the Settlement
13 Administrator shall be responsible for withholding all required state and
14 federal taxes and other withholdings, if any, and for communicating this
15 information to Defendant's Counsel and Class Counsel. Upon completion of
16 its processing, the Settlement Administrator shall provide Class Counsel and
17 Defendant's Counsel with a report listing the estimated Settlement Payment
18 that each Class Member is eligible to receive.
- 19 6. A Class Member who does not timely exclude himself/opt out of the
20 Settlement as described in this Agreement shall be bound by the terms and
21 conditions of this Agreement, and shall also be bound by the Court's judgment
22 in this Action, including the release of claims against the Released Parties as
23 provided in this Agreement. Provided, however, with respect to the PAGA
24 portion of the Settlement, including the release of PAGA claims, a Class
25 Member that excludes himself or herself from the Settlement will be bound by
26 the Settlement as it pertains to the PAGA portion of the Settlement.
- 27 7. Class Members who fail to submit timely objections or disputes in the manner
28 specified herein shall be deemed to have waived any objections or disputes and

1 shall be foreclosed from making or submitting any objection or dispute in
2 connection with the Settlement, and such Class Members shall be bound by the
3 terms and conditions of this Agreement, and shall also be bound by the Court's
4 judgment in this Action, including the release of claims against the Released
5 Parties as provided in this Agreement.

6 8. PAGA Aggrieved Employees shall have no right to opt out of the PAGA
7 Payment or the release of the PAGA Released Claims.

8 G. Non-Interference With Administration Procedure And Settlement. The Parties
9 hereto and their counsel and/or any other agents shall not seek, solicit, or otherwise encourage
10 Class Members to submit exclusion/opt-out requests, or objections or disputes, in connection
11 with the Settlement.

12 H. Interim Reports By The Settlement Administrator. After expiration of the time
13 period for Class Members to timely request to exclude themselves/opt out, or to submit an
14 objection or dispute, the Settlement Administrator shall provide counsel for the Parties hereto
15 with a declaration setting forth: (a) due diligence and proof of mailing of the Notice Packet; (b)
16 the total number of Class Members who were sent the Notice Packet; (c) the total number of
17 Class Members who submitted documents that were deficient, or disputed the Settlement
18 Payment estimate or related data stated in their Class Notice; (d) the total number of Class
19 Members who submitted valid requests to exclude themselves/opt out, including complete
20 copies of all such requests, including the postmark dates for each; and (e) the total number of
21 Class Members who submitted timely objections to the Settlement, along with complete copies
22 of all objections received, including the postmark dates for each objection. If any additional
23 events or changes in status have occurred with respect to the matters addressed in the Settlement
24 Administrator's declaration, the Settlement Administrator shall provide an updated declaration
25 on these matters three (3) court days prior to the date of the Settlement Fairness Hearing, and
26 again, in the event of such events or changes in status, within three (3) court days after the
27 Effective Date of the Settlement or such other later date as the Court or the Parties may agree
28 upon.

1 I. Settlement Fairness Hearing. After expiration of the deadline for opting
2 out/excluding oneself and submitting objections and disputes, the Court shall conduct a
3 Settlement Fairness Hearing to determine if it will grant final approval of the Settlement. No
4 later than sixteen (16) court days prior to the Settlement Fairness Hearing, Class Counsel shall
5 file with the Court a motion for final approval of the Settlement and an application for an award
6 of fees, costs, expenses and a service award to Representative Plaintiff, and all declarations in
7 support thereof, and the declaration of the Settlement Administrator, excluding any updated
8 declaration of the Settlement Administrator which may be later presented to the Court or at the
9 time of the hearing. In accordance with the terms of this Settlement, the final approval order
10 shall find and determine that this Settlement is fair, just, equitable, reasonable, and adequate in
11 all of its terms; that the Settlement is in the best interests of the Settlement Class; and that the
12 Parties, the Settlement Class Members, and the PAGA Aggrieved Employees are subject to and
13 shall carry out the provisions of this Agreement as provided herein.

14 N. Final Judgment. Following final approval by the Court at the Settlement Fairness
15 Hearing, Representative Plaintiff will request that the Court enter the Final Judgment.

16 O. Effective Date of Agreement. The "Effective Date" of this Agreement means the
17 date when all of the following have occurred:

- 18 1. This Agreement has been signed by the parties hereto, Class Counsel, and
19 Defendant's Counsel;
- 20 2. The Court has entered a preliminary approval order;
- 21 3. The Court has granted final approval to the Settlement.
- 22 4. The Court has entered and filed the Final Judgment in accordance with the terms
23 herein; and
- 24 5. The time for all appeals (including petitions for review) concerning the Settlement
25 have lapsed, or if an appeal is timely filed, until such time said appeal or request for
26 review (and any related court proceeding) has been resolved in favor of and
27 approving the Settlement. If no objection to the Settlement is filed (and the other
28 conditions set forth above have occurred), the Effective Date shall occur sixty-five

(65) calendar days after the date the Court grants final approval to the Settlement. If there are objections or any pending legal challenges to the Settlement, no amounts will be payable until all appeals or other pending challenges have lapsed or have been favorably resolved in favor of the Settlement and no other appeal, writ or other appellate court review is possible.

P. Appellate Review. In the event any appeal is timely filed concerning any of the Court's orders pertaining to the Settlement, administration of the Settlement shall cease and be stayed pending final resolution of such appeal.

V. SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENT

A. Deposit And Payment of Gross Settlement Sum: Within fifteen (15) calendar days after the Effective Date, Defendant shall deposit with the Settlement Administrator the Gross Settlement Sum. The Claims Administrator shall then deposit the Gross Settlement Sum into an interest-bearing account.

- 1) The Gross Settlement Sum to be paid as provided above includes all payments to Settlement Class Members for the Settlement Payments and payment for all penalties, costs, and fees in connection with the Settlement, including the PAGA Payment, Representative Plaintiff's and Class Counsel's attorney fees and costs, Settlement Administrator fees, Representative Plaintiff's service payment, and employee-side state and federal taxes and withholdings.
- 2) Separate from its Gross Settlement Sum payment obligation, Defendant also shall be responsible for paying employer-side taxes owed in connection with the Settlement.
- 3) Defendant shall have no obligation to make any additional payment over and above its Gross Settlement Sum payment obligation set forth herein, except for Defendant's payment of employer-side state and federal payroll taxes that are owed on that portion of the settlement allocated as W-2 wages, or unless required under the paragraph below entitled "Material Increase In Defendant's Workweek Number."

B. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be paid as set forth above, shall be distributed in accordance with the Court's final approval and

1 other orders to the following recipients: a) Settlement Class Members to pay sums owed to
2 Settlement Class Members under the Distribution Formula with each Settlement Class Member's
3 share of payroll taxes and other withholdings deducted therefrom being paid to the appropriate
4 taxing and other authorities by the Settlement Administrator; b) to the LWDA and PAGA
5 Aggrieved Employees to pay the PAGA Payment (and the individual PAGA payments in
6 connection therewith); c) Representative Plaintiff to pay for any service award approved by the
7 Court; d) to the Settlement Administrator to pay for administration costs for the administration of
8 the Settlement as approved by the Court; and e) to Class Counsel to pay for attorneys' fees and
9 costs approved and awarded by the Court. To clarify and for avoidance of doubt, this paragraph
10 specifies the recipients of the Gross Settlement Sum distributions, not the amount of or formula
11 for such distributions or the relative sequencing of such distributions to recipients.

12 C. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
13 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement
14 Administrator as provided herein within fifteen (15) calendar days after the Defendant has
15 deposited the Gross Settlement Sum.

16 D. PAGA Payment. As part of seeking Court approval of the Settlement,
17 Representative Plaintiff will petition the Court to approve the Settlement and resolution of the
18 PAGA claim in the Action. Representative Plaintiff will request that the Court approve \$15,000
19 as the PAGA Payment for purposes of settling and resolving the PAGA claim, with 75% of such
20 amount to be paid to the Labor and Workforce Development Agency and the remaining 25% to
21 be paid to PAGA Aggrieved Employees in accordance with their calculated share as provided
22 under the Distribution Formula. If the Court requires a greater amount as the PAGA Payment
23 under this Settlement, Defendant shall not be required to contribute an additional amount. Rather,
24 any additional amount required to secure PAGA settlement approval in accordance with this
25 Settlement shall be deducted from the Net Settlement Sum and shall not be grounds for the
26 Parties hereto to object to or reject this Settlement. The Parties hereto agree that regardless of the
27 amount of the PAGA Payment that the Court approves, the enforceability of this Settlement shall
28 not be affected. In connection with seeking Court approval of the Settlement, Representative

1 Plaintiff shall submit a copy of this Agreement and any Court approval thereof to the LWDA in
2 accordance with the PAGA statutory scheme. The Court's ruling on the amount of the PAGA
3 Payment (whether awarded as requested or altered at the discretion of the Court) shall not affect
4 the enforceability of this Agreement, or the ability of the Court to otherwise approve the
5 Settlement. Class Members shall have no right to opt out of the release of the PAGA Released
6 Claims and will receive their respective portion of the PAGA Payment (where applicable)
7 regardless of whether they opt out of the Settlement.

8 E. Application For Attorneys' Fees And Costs. Class Counsel will petition the Court
9 for an award of attorneys' fees and costs and may petition the Court for an award of attorneys'
10 fees in an amount not to exceed 33.3333% of the Gross Settlement Sum. This sum is intended to
11 compensate Class Counsel for the work it has and will perform in this Action, including, but not
12 limited to, investigating, initiating, and litigating Representative Plaintiff's and the Class' claims,
13 negotiating and documenting the Settlement, seeking and obtaining Court approval of the
14 Settlement, continuing counsel's work in connection with the administration and implementation
15 of the Settlement, and obtaining Final Judgment in the Action. Class Counsel shall also be
16 entitled to seek reimbursement from the Gross Settlement Sum of all documented out of pocket
17 costs related to the Action incurred by Class Counsel, separate from their request for attorneys'
18 fees, in an amount not to exceed Twenty Two Thousand Dollars and No Cents (\$22,000.00).
19 Defendant agrees not to oppose Class Counsel's request for an award of fees and costs as
20 provided herein. The Court's ruling on Class Counsel's application for attorney fees and costs
21 (whether awarded as requested or altered at the discretion of the Court) shall not affect the
22 enforceability of this Agreement, or the ability of the Court to otherwise approve the Settlement.

23 F. Service Award To Representative Plaintiffs. Class Counsel will petition the Court
24 for a service award to Representative Plaintiff in the amount of \$4,000. The service award
25 Representative Plaintiff shall be in addition to whatever monetary settlement payment
26 Representative Plaintiff receives for purposes of her Settlement Payment. The Court's ruling on
27 the request for a service award (whether awarded as requested or altered at the discretion of the
28 Court) shall not affect the enforceability of this Agreement, or the ability of the Court to

1 otherwise approve the Settlement.

2 G. Settlement Administration. The Parties have selected Phoenix Settlement
3 Administrators as the Settlement Administrator for the Settlement, and Class Counsel will seek
4 Court approval of Phoenix Settlement Administrators as the Settlement Administrator and
5 approval of payment to the Settlement Administrator in an amount not to exceed Six Thousand
6 Five Hundred Dollars and No Cents (\$6,500.00). The Gross Settlement Sum shall be paid to or
7 transferred to the Settlement Administrator or a qualified settlement fund established by the
8 Settlement Administrator in accordance with the payment terms and time periods set forth above.
9 The Settlement Administrator's duties shall include, without limitation: establishing a qualified
10 settlement fund for administering this Settlement; calculating, processing, and sending each Class
11 Member's share of the Net Settlement Sum and PAGA Payment; processing Class Members
12 through the United States Postal Service's National Change of Address database; formatting,
13 printing, and mailing the Notice Packets; processing any exclusion requests and objections from
14 Class Members; processing, following up and resolving disputes regarding Settlement Payment
15 calculations; performing necessary searches on notices returned as undeliverable; providing
16 required disclosures and declarations to the Parties and the Court concerning the status and
17 administration of the Settlement; processing and distributing Settlement Payments, tax
18 deductions, and tax forms; receiving, depositing, and distributing the Gross Settlement Sum in
19 accordance with the Settlement and the Court's orders related thereto; providing declaration(s) as
20 necessary in support of preliminary and/or final approval of the Settlement; and other tasks as the
21 Parties mutually agree upon or the Court orders the Settlement Administrator to perform. The
22 Settlement Administrator shall be responsible for all tax filing and reporting. Class Members
23 assume full responsibility and liability for the payment of taxes and withholdings due by them on
24 all payments made in connection with the Settlement. The Settlement Administrator's fees and
25 costs shall be deducted from the Gross Settlement Sum. Representative Plaintiff, Class Counsel,
26 Defendant, and Defendant's Counsel shall have no responsibility for validating or ensuring the
27 accuracy of the Settlement Administrator's work, but will work with the Settlement
28 Administrator to facilitate accurate settlement administration to the best of their abilities.

1 Representative Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not bear any
2 responsibility for errors or omissions by the Settlement Administrator in the calculation or
3 distribution of the Settlement Payments. All disputes relating to the Settlement Administrator's
4 performance of its duties shall be referred to the Court, if necessary, which shall have continuing
5 jurisdiction over the terms and conditions of the Settlement until all payments and obligations
6 contemplated by the Settlement have been fully satisfied and carried out.

7 H. Class Member Settlement Payment and Payment Amount Dispute Procedure. The
8 Notice Packet will be individualized and include a statement of a recipient Class Member's
9 estimated Settlement Payment as calculated based on available records from Defendant and the
10 Distribution Formula.

11 If a Class Member chooses not to challenge the information set forth in the Notice
12 Packet, the Class Member need not do anything, and payment will be made in accordance with
13 the Notice Packet and the Distribution Formula.

14 If a Class Member wishes to challenge his or her individualized information
15 pertaining to his or her Settlement Payment (*e.g.* weeks or hours worked, employment status,
16 payment amount, etc.) as set forth in the Notice Packet, that Class Member must submit a written,
17 signed Dispute Form along with any supporting documents or other supporting information to the
18 Settlement Administrator within sixty (60) calendar days of the postmark date in which the
19 Notice Packet was mailed to the Class Member. No challenge will be timely if postmarked more
20 than sixty (60) calendar days after the date the Notice Packet was mailed to the Class Member.

21 Within five (5) calendar days from the date the Settlement Administrator receives
22 notice of the dispute, the Settlement Administrator will send to Class Counsel and Defendant's
23 Counsel a copy of the documentation submitted in connection with such challenge. Class Counsel
24 or Defendant's Counsel may supply information to the Settlement Administrator concerning any
25 such challenge but are not obligated to do so. While the Settlement Administrator shall consider
26 all information submitted, Defendant's records will be subject to a rebuttable presumption of
27 correctness for purposes of determining a Class Member's individualized information pertaining
28 to his or her Settlement Payment amount. Within ten (10) calendar days from the date the

1 Settlement Administrator receives documentation from the Class Member concerning the dispute,
2 the Settlement Administrator will make a final and binding determination without hearing or right
3 to appeal and communicate that determination to the Class Member, Class Counsel, and
4 Defendant's Counsel. Disputes concerning Settlement Payments, and any unresolved or
5 outstanding claims or challenges concerning the Settlement shall be settled and resolved prior to
6 distribution of the Gross Settlement Sum.

7 I. Settlement Payment Allocation. In distributing Settlement Payments, the
8 Settlement Administrator shall indicate the percentage of each payment attributable to wages
9 subject to employment taxation, and the percentage of each award attributable to penalties,
10 interest, or other category subject only to income taxation. To the extent any Class Member's
11 payment must be wired or otherwise delivered in a manner other than through issuance of a check
12 via regular mail, any and all additional administrative fees and required withholdings will be paid
13 from that Class Member's Settlement Payment.

14 J. Withholdings And Taxes. For purposes of allocation of Settlement Payments, one-
15 third (33.33%) shall constitute wages ("wage portion") and two-thirds (66.67%) shall be penalties
16 and interest ("non-wage portion"), and each individual's respective portion of the PAGA
17 Payment shall be treated as 100% penalties.

18 The Settlement Administrator shall determine the amount of employee and employer
19 owed withholdings or taxes and this amount shall be withheld from each Class Member
20 Settlement Payment. All such withholdings or taxes shall be remitted by the Settlement
21 Administrator to the proper governmental taxing authorities. Each Class Member shall be
22 responsible for the payment of any and all taxes on any funds paid to such Class Member
23 pursuant to this Agreement.

24 The Settlement Administrator shall be responsible for ensuring that all taxes and
25 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
26 authorities. The Settlement Administrator's responsibilities include the following: (i) the
27 determination and filing of all federal, state and local employment tax deductions and other
28 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (e.g.,

1 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
2 steps necessary for compliance with any tax obligations of the Settlement under federal, state
3 and/or local law, as applicable. The Settlement Administrator shall furnish Defendant's Counsel
4 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
5 2 information returns) sufficient to prove that such payments were properly remitted. The
6 Settlement Administrator shall provide at Defendant Counsel's request a final accounting
7 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

8 Defendant, Defendant's Counsel, Representative Plaintiff, and Class Counsel make no
9 representation as to the tax treatment or legal effect of the payments called for hereunder, and
10 Representative Plaintiff and Class Members are not relying on any statement, representation, or
11 calculation by Defendant, Defendant's Counsel, Representative Plaintiff, Class Counsel, or the
12 Settlement Administrator in this regard. Representative Plaintiff and Class Members understand
13 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
14 on the payments described herein. Each Settlement Class Member and PAGA Aggrieved
15 Employee agrees to indemnify the Released Parties for any tax obligations arising out of
16 payments to him or her made under the Settlement.

17 K. Unused Settlement Funds. Any uncashed Settlement Payment check issued to a
18 Class Member that remains uncashed after one-hundred and eighty (180) calendar days after
19 being issued shall be deemed null and void, and the funds shall escheat to the State of
20 California's unclaimed property fund in the name of the Class Member, and it shall be the
21 Settlement Administrator's obligation and responsibility to remit the escheated funds to the State
22 of California in the name of the Class Member in accordance with the state's procedures for the
23 escheatment of such funds.

24 L. Interest. The interest on funds deposited by Defendant in connection with the
25 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out
26 or distributed.

27 VI. MISCELLANEOUS

28 A. Material Increase in Defendant's Workweek Number. The terms of this Settlement

1 are based on an estimated workweek number of approximately 3,658 during the Class Period. If
2 the number of actual workweeks exceeds the estimated number by more than ten percent (10%)
3 of the estimated number (i.e., there are more than 4,023.8 workweeks), then Defendant shall
4 increase its payment of the Gross Settlement Sum by the actual percentage the workweek number
5 has increased.

6 B. Defendant Termination Option. If the number of Class Members who validly opt-
7 out exceeds five percent (5%) of the total Class size, Defendant shall have the right and option
8 (but not the obligation) to terminate this Settlement by communicating such decision to both the
9 Settlement Administrator and Class Counsel in writing within fifteen (15) calendar days after
10 receiving written notice from the Settlement Administrator of the total number of Class Members
11 who have validly opted out of the Settlement. The Parties hereto and their counsel agree that they
12 shall not seek, solicit, or otherwise encourage Class Members to submit exclusion/opt-out
13 requests or objections or disputes in connection with the Settlement.

14 C. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
15 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
16 effectuate this Settlement.

17 D. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the
18 Effective Date does not occur or the Settlement does not become final for any other reason, the
19 Settlement shall be null and void and any order entered by the Court in furtherance of this
20 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
21 as if the Parties had not entered into this Settlement. In such event, this Agreement, all
22 negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the
23 rights of the Parties hereto, and all evidence relating to the Settlement and all negotiations shall
24 not be admissible, discoverable, or otherwise used in the Action, in any other litigation, or
25 otherwise.

26 E. No Admission of Liability or Wrongdoing. Representative Plaintiff, both as the
27 Class representative and in her individual capacity, and Defendant, have entered into this
28 Agreement to resolve the dispute or disputes that have arisen between them and to avoid the

1 burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does
2 not admit, and specifically denies that: it has violated any federal, state, or local law; violated any
3 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
4 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
5 in any misrepresentation or deception; or engaged in any other unlawful or improper conduct
6 with respect to its employees or operations. Neither this Agreement, nor any of its terms or
7 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
8 concession in any way, including for purposes of proving as to Defendant any violation(s) or
9 failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the
10 terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
11 received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendant or to establish the existence of any condition constituting a violation of, or
13 noncompliance with, federal, state, local or other applicable law. In addition, as set forth herein,
14 the Parties intend this Settlement to be contingent upon preliminary and final Court approval of
15 this Agreement, and the Parties do not waive, and instead expressly reserve, their respective
16 rights to prosecute and defend this Action as if this Agreement never existed in the event that the
17 Settlement is not fully and finally approved as set forth herein.

18 F. No Credit Toward Benefit Plans. The Settlement Payments made to Class
19 Members under this Agreement shall not be utilized to claim or calculate any additional benefits
20 or compensation under any Defendant benefit or compensation plan to which any Class Member
21 may otherwise be subject to or eligible for, including, but not limited to: profit-sharing plans,
22 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off
23 plans, and any other Defendant benefit or compensation plan. Any payment or payments made
24 under this Agreement shall be the sole compensation and benefit to Class Members under this
25 Settlement, irrespective of whether a plan document or other agreement provides otherwise.

26 G. Binding Effect of Agreement On Settlement Class Members and PAGA
27 Aggrieved Employees. Upon the Effective Date, all Settlement Class Members and PAGA
28 Aggrieved Employees shall be bound by and subject to this Agreement. In addition, unless a

1 Class Member validly opts out of/excludes himself or herself from the Settlement as described in
2 this Agreement, he or she shall be deemed to be bound by and subject to this Agreement
3 regardless of whether such Class Member received a Settlement Payment.

4 H. Binding Upon Successors and Assigns. This Agreement shall be binding upon,
5 and inure to the benefit of the successors or assigns of the Parties hereto.

6 I. Amendment or Waiver Only In Writing. This Agreement and its terms may only
7 be amended, modified, or waived only by a written instrument signed by the Parties or their
8 successors-in-interest, and which is approved by the Court.

9 J. Entire Agreement. This Agreement and any attached exhibits constitute the entire
10 agreement between the Parties relating to the Settlement and the related transactions
11 contemplated herein. All prior or contemporaneous agreements, understandings and statements,
12 whether oral or written, and whether by a Party or its counsel, are merged herein. No oral or
13 written representations, warranties or inducements have been made to any Party concerning this
14 Agreement or its exhibits other than the terms, representations, warranties, and covenants
15 contained and memorialized in such documents.

16 K. Authorization to Execute Agreement and Effectuate Settlement and Agreement to
17 Cooperate. The Parties hereto warrant and represent that they are authorized to negotiate and
18 agree to this Settlement as provided herein and to take all appropriate action required or permitted
19 to be taken by such parties pursuant to this Settlement and to otherwise effectuate its terms. The
20 Parties themselves and through their respective counsel will cooperate with each other to effect
21 the implementation of this Agreement. This Settlement shall be enforceable by motion under
22 California Code of Civil Procedure §664.6, notwithstanding the confidentiality provisions of
23 California Evidence Code §§1119, et seq. or otherwise.

24 L. Representative Plaintiff Representation and Warranty Re: No Other Action.
25 Representative Plaintiff Zaavedra hereby warrants and represents that she has not filed any
26 complaint, lawsuit, grievance, demand for arbitration, charge, and/or any other claim against any
27 of the Released Parties with any court, governmental or administrative agency or any other entity
28 asserting any claim or claims released herein.

1 M. Non-Disparagement. To the fullest extent permitted by law, Representative
2 Plaintiff agrees not to disparage or publish or disseminate information (nor encourage or solicit
3 the disparagement or the dissemination of such information), whether oral or written, that is
4 derogatory in any manner or which may be harmful to Defendant's business or personal
5 reputation, whether such information was acquired before, during, or after Representative
6 Plaintiff's employment with Defendant

7 N. No Prior Assignment. The Parties hereto represent, covenant, and warrant that
8 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
10 cause of action or rights herein released and discharged except as set forth herein.

11 O. Governing Law. All terms of this Agreement and the exhibits hereto shall be
12 governed by and interpreted according to the laws of the State of California, except to the extent
13 that federal law requires federal law to govern.

14 P. Counterparts. This Agreement may be executed in one or more counterparts and
15 by facsimile or electronic transmittal. All executed copies of this Agreement, and photocopies
16 thereof (including facsimile or electronic copies of the signature pages), shall have the same force
17 and effect and shall be as legally binding and enforceable as the original.

18 Q. Exhibits. This Agreement includes the attached exhibits.

19 R. Construction. The Parties have reached this Agreement through arms-length
20 negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, for
21 purposes of any construction or interpretation of this Agreement, the Agreement shall not be
22 construed against either party as the principal drafter of the Agreement.

23 S. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the
24 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
25 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
26 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
27 embodied in this Agreement and all orders and judgments entered in connection therewith.

28 T. No Signature Required By Class Members On Settlement Agreement. Because the

Class Members are so numerous, it is impossible or impractical to have each one execute this Agreement. The Notice Packet will advise Class Members of the binding nature of this Settlement, and this Agreement shall have the same force and effect as if this Agreement were executed by each Class Member, subject to each Class Member's right to exclude himself or herself from the Settlement as provided herein.

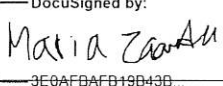
U. Titles and Captions of No Force. Paragraph titles or captions contained herein are inserted for convenience and ease of reference, and do not define, limit, extend, or describe the scope of the terms of the Agreement and its provisions.

V. No Tax Advice. Nothing contained herein constitutes legal advice regarding the taxability or tax consequences of any amounts paid in connection with the Settlement, nor should anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are not providing representation or advice regarding tax or withholding matters in connection with this Settlement.

W. Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree that, prior to obtaining Preliminary Approval, they will not initiate any contact with Class Members or communicate with Class Members regarding this case and/or the fact, amount, or terms of this Settlement, or issue any press releases or notices, respond to any press inquiry, or have any communication with the press about this case and/or the fact, amount, or terms of this Settlement. This paragraph shall not preclude Class Counsel from discussing the Settlement with Representative Plaintiff. Either party may disclose this Settlement and its terms as necessary to comply with a subpoena, law, or regulation.

IT IS SO STIPULATED AND AGREED.

Dated: December 18, 2023,

By: 
DocuSigned by:
3E0AFB4FD19B43B
 Representative Plaintiff Maria Brenda Zaavedra, On
 Behalf Of Herself, Class Members, and the PAGA
 Aggrieved Employees

Dated: _____,

By: _____
 Defendant Wet Okole Hawaii, Inc.
 Print Name / Title: _____

1 Class Members are so numerous, it is impossible or impractical to have each one execute this
2 Agreement. The Notice Packet will advise Class Members of the binding nature of this
3 Settlement, and this Agreement shall have the same force and effect as if this Agreement were
4 executed by each Class Member, subject to each Class Member's right to exclude himself or
5 herself from the Settlement as provided herein.

6 U. Titles and Captions of No Force. Paragraph titles or captions contained herein are
7 inserted for convenience and ease of reference, and do not define, limit, extend, or describe the
8 scope of the terms of the Agreement and its provisions.

9 V. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
10 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
11 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
12 not providing representation or advice regarding tax or withholding matters in connection with
13 this Settlement.

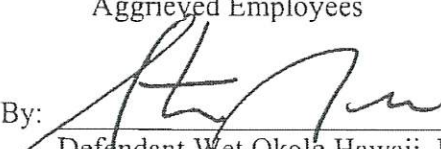
14 W. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
15 agree that, prior to obtaining Preliminary Approval, they will not initiate any contact with Class
16 Members or communicate with Class Members regarding this case and/or the fact, amount, or
17 terms of this Settlement, or issue any press releases or notices, respond to any press inquiry, or
18 have any communication with the press about this case and/or the fact, amount, or terms of this
19 Settlement. This paragraph shall not preclude Class Counsel from discussing the Settlement with
20 Representative Plaintiff. Either party may disclose this Settlement and its terms as necessary to
21 comply with a subpoena, law, or regulation.

22 **IT IS SO STIPULATED AND AGREED.**

23 Dated: _____,

24 By: _____
25 Representative Plaintiff Maria Brenda Zaavedra, On
26 Behalf Of Herself, Class Members, and the PAGA
27 Aggrieved Employees

28 Dated: 1/11/24,

29 By: 
30 Defendant Wet Okole Hawaii, Inc.
31 Print Name / Title: Steven Grew
32 Corporate Officer

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8 APPROVED AS TO FORM:

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11 January 15, 2024
12 Dated: September __, 2023

LAVI & EBRAHIMIAN, LLP

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By: DocuSigned by:
Joseph Lavi
871E9169FCF244D...
Joseph Lavi
Counsel for Representative Plaintiff Maria Brenda
Zaavedra, Class Members, and the PAGA
Aggrieved Employees

LIGHTGABLER

Dated: September __, 2023

By: _____
Brian R. Weilbacher
Counsel for Defendant Wet Okole Hawaii, Inc.

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APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

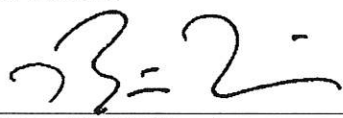
Dated: September __, 2023

By: _____

Joseph Lavi
Counsel for Representative Plaintiff Maria Brenda
Zaavedra, Class Members, and the PAGA
Aggrieved Employees

LIGHTGABLER

Dated: [REDACTED]

By:  _____

January 15, 2024

Brian R. Weilbacher
Counsel for Defendant Wet Okole Hawaii, Inc.

EXHIBIT “2”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MARIA BRENDA ZAAVEDRA, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

WET OKOLE HAWAII, INC.; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 30-2022-01246810-CU-OE-CXC
(Class Action)

Case No.: 30-2022-01264339-CU-OE-CXC
(PAGA Action)

**AMENDMENT TO STIPULATION OF
SETTLEMENT AND RELEASE**

Judge: The Honorable Melissa R. McCormick
Dept.: CX-104

1 This Amendment to Stipulation of Settlement and Release (the "Amendment") is entered
2 into by Maria Brenda Zaavedra ("Representative Plaintiff") on behalf of herself individually and
3 on behalf of the class members and aggrieved employees as set forth herein, and Defendant Wet
4 Okole Hawaii, Inc. ("Defendant") as set forth herein. This Amendment amends the Parties'
5 Stipulation of Settlement and Release (the "Agreement") entered into by the Parties as of January
6 15, 2024.

7 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
8 approval by the Court, that the settlement of the Action shall be effectuated upon and subject to
9 the terms and conditions of the Agreement and the following amended and further terms and
10 conditions as set forth in this Amendment.

11 **I. AMENDMENT RECITALS**

12 In entering into this Amendment, the Parties make reference to the following facts and
13 circumstances:

- 14 • On March 13, 2025, the Court issued a tentative ruling ("the "Tentative Ruling")
15 concerning Plaintiff's motion for preliminary approval of class action settlement,
16 which was heard on March 13, 2025.
- 17 • In the Court's tentative ruling and at the hearing concerning the motion for
18 preliminary approval, the Court made inquiries and provided comments
19 concerning the Agreement and Notice Packet documents, and based thereon, the
20 motion for preliminary approval hearing was continued to July 10, 2025 in
21 Department CX-104.
- 22 • The Parties enter into this Amendment to address and resolve the Court's
23 inquiries and comments amending various terms as provided in this Amendment.
24 For context and review, the Court's March 13, 2025 Tentative Ruling is attached
25 hereto as Exhibit K.

26 Pursuant to Paragraph VI. I. of the Agreement, the Parties hereby amend the Agreement
27 with this Amendment, and this Amendment shall be deemed a part of the Agreement and modify
28 the Agreement as follows:

II. AMENDED DEFINITIONS

All capitalized and defined terms in this Amendment shall have the same meaning as specified in the Agreement unless specifically modified or amended herein.

The following capitalized and defined terms used in this Agreement shall be amended as follows:

- i. Responsive to paragraph 6. of the Court's Tentative Ruling, the Parties agree that the definition of "PAGA Released Claims" is amended as follows: "PAGA Released Claims" means any and all claims for civil penalties under the Private Attorneys General Act statutory scheme (Labor Code §§2698, et seq.) ("PAGA") based on the facts alleged in Representative Plaintiff's June 10, 2022 Orange County Superior Court PAGA Complaint or Representative Plaintiff's PAGA administrative exhaustion notice letter submitted to the Labor & Workforce Development Agency ("LWDA") on or about February 18, 2022, which is attached hereto as Exhibit J. Representative Plaintiff and Class Counsel confirm that the only PAGA administrative exhaustion notice letter that was submitted to the LWDA in connection with this matter is the Exhibit J administrative exhaustion notice letter.

Shown in redlined form, the amendment to this definition includes and incorporates the following changes: "PAGA Released Claims" means any and all ~~claims for civil penalties Settled Claims that were pled or could have been pled~~ under the Private Attorneys General Act statutory scheme (Labor Code §§2698, et seq.) ("PAGA") based on the facts alleged in Representative Plaintiff's June 10, 2022 Orange County Superior Court PAGA Complaint or Representative Plaintiff's PAGA administrative exhaustion notice letter submitted to the Labor & Workforce Development Agency ("LWDA") on or about February 21, 2022, which is attached hereto as Exhibit J. Representative Plaintiff and Class Counsel confirm that the only PAGA administrative exhaustion notice letter that was submitted to the LWDA in connection with this matter is the Exhibit J administrative exhaustion notice letter arising out of or relating

to the employment or work performed by Class Members during the Class Period that:
 1) are alleged, were alleged, or could have been alleged in the complaints in the
 Action (including any previously filed complaints in the Action) or any PAGA notice;
 or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions
 or occurrences alleged in the complaints in the Action or any PAGA notice.

ii. Responsive to paragraph 7. of the Court's Tentative Ruling, the Parties agree that the
definition of "Released Parties" is amended as follows: "Released Parties" means
 defendant Wet Okole Hawaii, Inc., and its owners, directors, shareholders, officers,
 members, managers, supervisors, and employees, past and present.

Shown in redlined form, the amendment to this definition includes and incorporates
the following changes: "Released Parties" means defendant Wet Okole Hawaii, Inc.,
 and its owners, directors, shareholders, officers, members, managers, attorneys,
 supervisors, representatives, insurers, and employees, past and present, and any other
 persons or entities that were alleged or could have been alleged to be a joint employer
 and/or jointly liable with Defendant in the Action during the Class Period.

iii. Responsive to paragraph 5. of the Court's Tentative Ruling, the Parties agree that the
definition of "Settled Claims" is amended as follows: "Settled Claims" means any and
 all wage and hour claims, causes of action, primary rights, or claims for relief arising
 out of or relating to the claims that were or reasonably could have been asserted in the
 lawsuit based on the facts alleged in Representative Plaintiff's February 18, 2022
 Orange County Superior Court class action complaint for damages and restitution,
 including Representative Plaintiff's alleged claims for: 1) failure to pay wages for all
 hours worked at minimum wage; 2) failure to pay overtime wages for daily overtime
 worked; 3) failure to timely pay earned wages during employment; 4) failure to
 provide complete and accurate wage statements; 5) failure to timely pay all earned
 wages final paychecks due at time of separation; and 6) unfair business practices.
 "Settled Claims" does not include, and Class Members do not settle or release any
 claims for wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, or claims premised on facts or circumstances occurring outside of the Class Period.

Shown in redlined form, the amendment to this definition includes and incorporates the following changes: "Settled Claims" means any and all wage and hour claims, ~~rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or relating to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in Representative Plaintiff's February 18, 2022 Orange County Superior Court class action complaint for damages and restitution, including Representative Plaintiff's alleged claims for: 1) failure to pay wages for all hours worked at minimum wage; 2) failure to pay overtime wages for daily overtime worked; 3) failure to timely pay earned wages during employment; 4) failure to provide complete and accurate wage statements; 5) failure to timely pay all earned wages final paychecks due at time of separation; and 6) unfair business practices.~~ ~~employment or work performed by Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaints in the Action (including any previously filed complaints in the Action) or any PAGA notice; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaints in the Action or any PAGA notice, whether under federal, state, or common law, including, without limitation, any violation of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only, "Settled Claims" includes all types of relief available for the above referenced claims and theories of relief, including, without limitation, any claims for unpaid or late payment of any wages owed, unpaid minimum wage, unpaid overtime, unpaid doubletime pay, and/or wage statement violations, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. "Settled Claims" also includes all claims identified herein~~

1 arising out of work performed by Class Members during the Class Period, which
2 could have been brought against entities alleged to be a joint employer and/or jointly
3 liable with Defendant during the Class Period. "Settled Claims" does not include, and
4 Class Members do not settle or release any claims for wrongful termination, violation
5 of the Fair Employment and Housing Act, unemployment insurance, disability, social
6 security, workers' compensation, or claims premised on facts or circumstances
7 occurring outside of the Class Period.

8 **III. SETTLEMENT TERMS AMENDMENTS**

- 9 i. Responsive to paragraph 4. of the Court's Tentative Ruling, the Parties agree to the
10 following sentence added as the last sentence of Section III. Release of Claims at p.
11 11, line 11: For avoidance of doubt, the above releases shall not be effective until: (i)
12 the Effective Date has occurred; (ii) Defendant has paid all sums due by Defendant
13 under the Agreement, including the Gross Settlement Sum and employer-side state
14 and federal payroll taxes.
- 15 ii. Responsive to paragraph 9. of the Court's Tentative Ruling, the Parties agree that the
16 first sentence of paragraph IV. F(4), beginning at p. 15, line 27 of the Agreement, is
17 amended as follows: If a Class Member submits an objection or a dispute, and a
18 request to exclude/opt out, the exclusion/opt-out request will, subject to Court
19 approval, be voided and of no force or effect and the objection and/or dispute will be
20 treated as submitted as though without a request to exclude/opt out.
21 Shown in redlined form, this amendment includes and incorporates the following
22 changes: If a Class Member submits an objection or a dispute, and a request to
23 exclude/opt out, the exclusion/opt-out request will, subject to Court approval, be
24 voided and of no force or effect and the objection and/or dispute will be treated as
25 submitted as though without a request to exclude/opt out.
- 26 iii. Responsive to paragraph 10. of the Court's Tentative Ruling, the Parties agree that
27 paragraph IV. F(7), beginning at p. 16, line 27 of the Agreement, is amended as
28 follows: Class Members who fail to submit objections or disputes and who are not

1 otherwise heard by the Court with respect any objection or dispute shall be deemed to
2 have waived any objections or disputes and such Class Members shall be bound by the
3 terms and conditions of this Agreement, and shall also be bound by the Court's
4 judgment in this Action, including the release of claims against the Released Parties as
5 provided in this Agreement.

6 Shown in redlined form, this amendment includes and incorporates the following
7 changes: Class Members who fail to submit timely objections or disputes and who are
8 not otherwise heard by the Court with respect any objection or dispute in the manner
9 specified herein shall be deemed to have waived any objections or disputes and shall
10 be foreclosed from making or submitting any objection or dispute in connection with
11 the Settlement, and such Class Members shall be bound by the terms and conditions of
12 this Agreement, and shall also be bound by the Court's judgment in this Action,
13 including the release of claims against the Released Parties as provided in this
14 Agreement.

- 15 iv. Responsive to paragraph 11. of the Court's Tentative Ruling, the Parties agree that
16 paragraph V. H, beginning at p. 23, line 28 of the Agreement, is amended as follows:
17 Within ten (10) calendar days from the date the Settlement Administrator receives
18 documentation from the Class Member concerning the dispute, the Settlement
19 Administrator will make an initial decision regarding the dispute without hearing and
20 communicate that decision to the Class Member, Class Counsel, and Defendant's
21 Counsel. In connection with Class Counsel's filing of its motion for final approval of
22 the Settlement, Class Counsel shall also file with the Court all disputes submitted by
23 Class Members, any evidence or other materials provided in connection with such
24 disputes, and advise the Court concerning the resolution of each dispute. Although the
25 Settlement Administrator may make an initial decision concerning each dispute, the
26 Court shall have the power to review and modify any decision made by the Settlement
27 Administrator regarding any dispute. Disputes concerning Settlement Payments, and
28 any unresolved or outstanding claims or challenges concerning the Settlement shall be

1 settled and resolved prior to distribution of the Gross Settlement Sum.
2 Shown in redlined form, this amendment includes and incorporates the following
3 changes: Within ten (10) calendar days from the date the Settlement Administrator
4 receives documentation from the Class Member concerning the dispute, the Settlement
5 Administrator will make an initial decision~~final and binding determination~~ regarding
6 the dispute without hearing ~~or right to appeal~~ and communicate that
7 decision~~determination~~ to the Class Member, Class Counsel, and Defendant's
8 Counsel. In connection with Class Counsel's filing of its motion for final approval of
9 the Settlement, Class Counsel shall also file with the Court all disputes submitted by
10 Class Members, any evidence or other materials provided in connection with such
11 disputes, and advise the Court concerning the resolution of each dispute. Although the
12 Settlement Administrator may make an initial decision concerning each dispute, the
13 Court shall have the power to review and modify any decision made by the Settlement
14 Administrator regarding any dispute. Disputes concerning Settlement Payments, and
15 any unresolved or outstanding claims or challenges concerning the Settlement shall be
16 settled and resolved prior to distribution of the Gross Settlement Sum.

- 17 v. Responsive to paragraphs 15. through 23. of the Court's Tentative Ruling concerning
18 the Notice Packet, the Parties agree as follows: As set forth at paragraph I. P. of the
19 Agreement, the "Notice Packet" means the mailing to Class Members consisting of
20 the Class Notice, the Objection Form, the Exclusion Form, and the Dispute Form. The
21 initially proposed forms of the Class Notice, Objection Form, Exclusion Form, and
22 Dispute Form were attached to the Agreement as Exhibits A, B, C, and D respectively,
23 and the Parties agreed that Exhibits A, B, C, and D could be changed or modified as
24 the Court in its discretion deemed appropriate for purposes of adjudicating,
25 effectuating, or exercising jurisdiction over the Settlement, without affecting the
26 enforceability of the Settlement by the Parties hereto. In accordance with this
27 provision and in consideration of the Court's Tentative Ruling comments concerning
28 the Notice Pack documents, the Parties propose and submit the following exhibits for

purposes of the Notice Packet documents:

- Exhibit E: Class Notice (revised);
- Exhibit E-1: Redlined Class Notice, with redlines showing changes from the previously proposed Class Notice;
- Exhibit F: Objection Form (revised);
- Exhibit F-1: Redlined Objection Form, with redlines showing changes from the previously proposed Objection Form;
- Exhibit G: Exclusion Form (revised);
- Exhibit G-1: Redlined Exclusion Form, with redlines showing changes from the previously proposed Exclusion Form;
- Exhibit H: Dispute Form (revised);
- Exhibit H-1: Redlined Dispute Form, with redlines showing changes from the previously proposed Dispute Form;

vi. Responsive to paragraphs 24. through 36. of the Court's Tentative Ruling concerning the [Proposed] Order, the Parties the Parties propose and submit the following exhibits for purposes of the [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Settlement:

- Exhibit I: [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Settlement (revised);
- Exhibit I-1: Redlined [Proposed] Order, with redlines showing changes from the previously proposed [Proposed] Order;

vii. Responsive to paragraph 1 of the Court's Tentative Ruling concerning the related PAGA action (Case No.: 30-2022-01264339-CU-OE-CXC) (the "PAGA Action"): the Parties agree that as a material term of the Parties' settlement and as provided in the Agreement, the Parties are also settling and resolving the related PAGA Action in its entirety, and concurrently with seeking final approval of the settlement (including both the class action and PAGA action), a proposed order and judgment granting approval of the PAGA settlement in the PAGA Action will be submitted.

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2 **IV. MISCELLANEOUS**

- 3 i. Entire Agreement. The Agreement and this Amendment, and any exhibits attached
4 thereto, constitute the entire agreement between the Parties relating to the Settlement
5 and the related transactions contemplated herein. All prior or contemporaneous
6 agreements, understandings and statements, whether oral or written, and whether by a
7 Party or its counsel, are merged herein. No oral or written representations, warranties
8 or inducements have been made to any Party concerning this Agreement, the
9 Amendment, or the respective exhibits other than the terms, representations,
10 warranties, and covenants contained and memorialized in such documents.

11 **IT IS SO STIPULATED AND AGREED.**

12 Dated: _____,

By: _____

13 Representative Plaintiff Maria Brenda Zaavedra, On
14 Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

15 6/25/2025

16 Dated: _____,

By: _____

DocuSigned by:

Steven Grew

5163D7A77BC04B5

Defendant Wet Okole Hawaii, Inc.

Print Name / Title: Steven Grew

Corp Officer

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2 APPROVED AS TO FORM ONLY:

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4 LAVI & EBRAHIMIAN, LLP

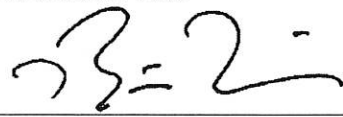
5 Dated: June ___, 2025

6 By: _____

7 Joseph Lavi
8 Vincent Granberry
9 James H. Clark
10 Counsel for Representative Plaintiff Maria Brenda
11 Zaavedra, Class Members, and the PAGA
12 Aggrieved Employees

13 LIGHTGABLER LLP

14 Dated: June 25, 2025

15 By:  _____

16 Brian R. Weilbacher
17 Counsel for Defendant Wet Okole Hawaii, Inc.

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2 **IV. MISCELLANEOUS**

- 3 i. Entire Agreement. The Agreement and this Amendment, and any exhibits attached
4 thereto, constitute the entire agreement between the Parties relating to the Settlement
5 and the related transactions contemplated herein. All prior or contemporaneous
6 agreements, understandings and statements, whether oral or written, and whether by a
7 Party or its counsel, are merged herein. No oral or written representations, warranties
8 or inducements have been made to any Party concerning this Agreement, the
9 Amendment, or the respective exhibits other than the terms, representations,
10 warranties, and covenants contained and memorialized in such documents.

11 **IT IS SO STIPULATED AND AGREED.**

12 Dated: 06/25/2025,

13 By: Maria Zaavedra
14 Representative Plaintiff Maria Brenda Zaavedra, On
15 Behalf Of Herself, Class Members, and the PAGA
16 Aggrieved Employees

17 Dated: _____,

18 By: _____
19 Defendant Wet Okole Hawaii, Inc.
20 Print Name / Title: _____
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APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: June ^{06/25/2025}____, 2025

By: *Vincent Granberry*
Joseph Lavi
Vincent Granberry
James H. Clark
Counsel for Representative Plaintiff Maria Brenda
Zaavedra, Class Members, and the PAGA
Aggrieved Employees

LIGHTGABLER LLP

Dated: June ____, 2025

By: _____
Brian R. Weilbacher
Counsel for Defendant Wet Okole Hawaii, Inc.

EXHIBIT “3”

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MARIA BRENDA ZAAVEDRA, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

WET OKOLE HAWAII, INC.; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 30-2022-01246810-CU-OE-CXC
(Class Action)

Case No.: 30-2022-01264339-CU-OE-CXC
(PAGA Action)

**SECOND AMENDMENT TO
STIPULATION OF SETTLEMENT AND
RELEASE**

Judge: The Honorable Melissa R. McCormick
Dept.: CX-105

1 This Second Amendment to Stipulation of Settlement and Release (the “Second
2 Settlement Amendment”) is entered into by Maria Brenda Zaavedra (“Representative Plaintiff”) on behalf of herself individually and on behalf of the class members and aggrieved employees as
3 set forth herein, and Defendant Wet Okole Hawaii, Inc. (“Defendant”) as set forth herein. This
4 Second Settlement Amendment amends the Parties’ January 15, 2024 Stipulation of Settlement
5 and Release (the “Agreement”) and the Parties’ June 25, 2025 Amendment to Stipulation of
6 Settlement and Release (“First Settlement Amendment”).
7

8 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
9 approval by the Court, that the settlement of the Action shall be effectuated upon and subject to
10 the terms and conditions of the Agreement, the First Settlement Amendment, and the following
11 amended and further terms and conditions as set forth in this Second Settlement Amendment.

12 **I. SECOND SETTLEMENT AMENDMENT RECITALS**

13 In entering into this Second Settlement Amendment, the Parties make reference to the
14 following facts and circumstances:

- 15 • On March 13, 2025, the Court issued a tentative ruling (“First Tentative Ruling”) concerning Plaintiff’s motion for preliminary approval of class action settlement,
16 which was heard on March 13, 2025.
- 17 • In the Court’s First Tentative Ruling and at the hearing concerning the motion for preliminary approval, the Court made inquiries and provided comments
18 concerning the Agreement and Notice Packet documents, and based thereon, the motion for preliminary approval hearing was continued to July 10, 2025.
- 19 • The Parties entered into the First Settlement Amendment to address and resolve the Court’s inquiries and comments, amending various terms as provided in the
20 First Settlement Amendment.
- 21 • On July 10, 2025, the Court issued a second tentative ruling (“Second Tentative Ruling”) concerning Plaintiff’s motion for preliminary approval of class action
22 settlement, which was heard on July 10, 2025.
- 23 • The Parties enter into this Second Settlement Amendment to address and resolve the Court’s inquiries and comments in the Second Tentative Ruling, amending
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1 various terms as provided in this Second Settlement Amendment. Pursuant to
2 Paragraph VI. I. of the Agreement, the Parties hereby amend the Agreement and
3 the First Settlement Amendment with this Second Settlement Amendment, and
4 this Second Settlement Amendment shall be deemed a part of the Agreement and
5 the First Settlement Amendment and modify both as follows:

6 **II. AMENDED DEFINITIONS**

7 All capitalized and defined terms in this Second Settlement Amendment shall have the
8 same meaning as specified in the Agreement and First Settlement Amendment unless specifically
9 modified or amended herein.

10 The following capitalized and defined terms in the Agreement and First Settlement
11 Amendment shall be amended as follows:

- 12 i. Responsive to paragraph 5. of the Court's Second Tentative Ruling, the Parties agree
13 that the definition of "Settled Claims" is amended as follows: "Settled Claims" means
14 the claims that were or reasonably could have been asserted in the lawsuit based on
15 the facts alleged in Representative Plaintiff's February 18, 2022 Orange County
16 Superior Court class action complaint for damages and restitution, including
17 Representative Plaintiff's alleged claims for: 1) failure to pay wages for all hours
18 worked at minimum wage; 2) failure to pay overtime wages for daily overtime
19 worked; 3) failure to timely pay earned wages during employment; 4) failure to
20 provide complete and accurate wage statements; 5) failure to timely pay all earned
21 wages final paychecks due at time of separation; and 6) unfair business practices.

22 "Settled Claims" does not include, and Class Members do not settle or release any
23 claims for wrongful termination, violation of the Fair Employment and Housing Act,
24 unemployment insurance, disability, social security, workers' compensation, or claims
25 premised on facts or circumstances occurring outside of the Class Period.

26 Shown in redlined form, the amendment to this definition includes and incorporates
27 the following changes: "Settled Claims" means ~~any and all wage and hour claims.~~
28 ~~causes of action, primary rights, or claims for relief arising out of or relating to the~~

claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in Representative Plaintiff's February 18, 2022 Orange County Superior Court class action complaint for damages and restitution, including Representative Plaintiff's alleged claims for: 1) failure to pay wages for all hours worked at minimum wage; 2) failure to pay overtime wages for daily overtime worked; 3) failure to timely pay earned wages during employment; 4) failure to provide complete and accurate wage statements; 5) failure to timely pay all earned wages final paychecks due at time of separation; and 6) unfair business practices. "Settled Claims" does not include, and Class Members do not settle or release any claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims premised on facts or circumstances occurring outside of the Class Period.

III. SETTLEMENT TERMS AMENDMENTS

- i. Responsive to paragraph 4. of the Court's Second Tentative Ruling, the Parties agree to the following sentence added as the last sentence of Section III. Release of Claims at p. 11, line 11 in the Agreement:

4. For avoidance of doubt, the above releases shall not be effective until: (i) the Effective Date has occurred; and (ii) Defendant has paid all sums due by Defendant under the Agreement, including the Gross Settlement Sum and employer-side state and federal payroll taxes.

Shown in redlined form, this second settlement amendment includes and incorporates the following additional changes:

4. For avoidance of doubt, the above releases shall not be effective until: (i) the Effective Date has occurred; and (ii) Defendant has paid all sums due by Defendant under the Agreement, including the Gross Settlement Sum and employer-side state and federal payroll taxes.

- ii. Responsive to paragraphs 8. through 10. of the Court's Second Tentative Ruling concerning the Notice Packet, the Parties agree as follows: As set forth at paragraph I.

1 P. of the Agreement, the “Notice Packet” means the mailing to Class Members
2 consisting of the Class Notice, the Objection Form, the Exclusion Form, and the
3 Dispute Form. The initially proposed forms of the Class Notice, Objection Form,
4 Exclusion Form, and Dispute Form were attached to the Agreement as Exhibits A, B,
5 C, and D respectively, and the Parties agreed that Exhibits A, B, C, and D could be
6 changed or modified as the Court in its discretion deemed appropriate for purposes of
7 adjudicating, effectuating, or exercising jurisdiction over the Settlement, without
8 affecting the enforceability of the Settlement by the Parties hereto. In accordance with
9 this provision and in consideration of the Court’s Second Tentative Ruling comments
10 concerning the Notice Packet documents, the Parties propose and submit the following
11 exhibits for purposes of the Notice Packet documents:

- 12 • Exhibit L: Second Amended Class Notice;
- 13 • Exhibit L-1: Redlined Second Amended Class Notice, with redlines showing
14 changes from the previously proposed First Amended Class Notice;

15 iii. Responsive to paragraphs 11. through 13. of the Court’s Second Tentative Ruling
16 concerning the [Proposed] Order, the Parties propose and submit the following for
17 purposes of the [Proposed] Order Granting Plaintiff’s Motion for Preliminary
18 Approval of Settlement:

- 19 • Exhibit M: [Proposed] Order Granting Plaintiff’s Motion for Preliminary
20 Approval of Settlement;
- 21 • Exhibit M-1: Redlined [Proposed] Order, with redlines showing changes from
22 the previously proposed [Proposed] Order submitted with the First Settlement
23 Amendment;

24 Additionally, responsive to paragraph 13. of the Court’s Second Tentative Ruling, Exhibit
25 M hereto (the [Proposed] Order) is being separately filed with the Court, and in
26 accordance with the Court’s direction, attached as exhibits to the proposed order are the
27 Settlement Agreement, the First Settlement Amendment, this Second Settlement
28 Amendment, and the Notice Packet (in English and Spanish).

iv. Responsive to paragraph 1 of the Court's Second Tentative Ruling concerning the related PAGA action (Case No.: 30-2022-01264339-CU-OE-CXC) (the "PAGA Action"): the Parties have agreed that as a material term of the Parties' settlement and as provided in the Agreement and the First Settlement Amendment, the Parties are also settling and resolving the related PAGA Action in its entirety. The Parties agree (and respectfully request) that as material term of the settlement, upon granting final approval to the present settlement, the Court should enter the stipulation and proposed order attached hereto as Exhibit N dismissing in its entirety the PAGA Action (Case No. Case No.: 30-2022-01264339-CU-OE-CXC) based on and in light of the present settlement settling and resolving the PAGA Action.

IV. MISCELLANEOUS

- i. Entire Agreement. The Agreement, the First Settlement Amendment, and this Second Settlement Amendment, and any exhibits attached thereto, constitute the entire agreement between the Parties relating to this settlement and the related transactions contemplated herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a Party or its counsel, are merged herein. No oral or written representations, warranties or inducements have been made to any Party concerning this Agreement, the First Settlement Amendment, the Second Settlement Amendment, or the respective exhibits other than the terms, representations, warranties, and covenants contained and memorialized in such documents.

IT IS SO STIPULATED AND AGREED.

Dated: 17/11/2025.

By: Maria Brenda Zaavedra

Representative Plaintiff Maria Brenda Zaavedra, On
Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

Dated: _____.

By: _____

Defendant Wet Okole Hawaii, Inc.

Print Name / Title: _____

iv. Responsive to paragraph 1 of the Court's Second Tentative Ruling concerning the related PAGA action (Case No.: 30-2022-01264339-CU-OE-CXC) (the "PAGA Action"): the Parties have agreed that as a material term of the Parties' settlement and as provided in the Agreement and the First Settlement Amendment, the Parties are also settling and resolving the related PAGA Action in its entirety. The Parties agree (and respectfully request) that as material term of the settlement, upon granting final approval to the present settlement, the Court should enter the stipulation and proposed order attached hereto as Exhibit N dismissing in its entirety the PAGA Action (Case No. Case No.: 30-2022-01264339-CU-OE-CXC) based on and in light of the present settlement settling and resolving the PAGA Action.

IV. MISCELLANEOUS

- i. Entire Agreement. The Agreement, the First Settlement Amendment, and this Second Settlement Amendment, and any exhibits attached thereto, constitute the entire agreement between the Parties relating to this settlement and the related transactions contemplated herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a Party or its counsel, are merged herein. No oral or written representations, warranties or inducements have been made to any Party concerning this Agreement, the First Settlement Amendment, the Second Settlement Amendment, or the respective exhibits other than the terms, representations, warranties, and covenants contained and memorialized in such documents.

IT IS SO STIPULATED AND AGREED.

Dated: _____,

By: _____

Representative Plaintiff Maria Brenda Zaavedra, On
Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

Dated: 11/17/25,

By: _____

Defendant Wet Okole Hawaii, Inc.

Print Name / Title: Steven Grew

Secretary

1 APPROVED AS TO FORM ONLY:

2
3 LAVI & EBRAHIMIAN, LLP

4 Dated: 17/11/2025,

By: Joseph Lavi

5 Joseph Lavi

6 Vincent Granberry

7 James H. Clark

8 Counsel for Representative Plaintiff Maria Brenda

9 Zaavedra, Class Members, and the PAGA

10 Aggrieved Employees

11 LIGHTGABLER LLP

12 Dated: 11/18/2025,

13 By: Brian R. Weilbacher

14 Brian R. Weilbacher

15 Counsel for Defendant Wet Okole Hawaii, Inc.

EXHIBIT “4”

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Wet Okole Hawaii, Inc. (hereinafter “Defendant”), You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page X
2. What Is the Case About?..... Page X
3. How Much Can I Expect to Receive?Page X
4. What Is Final Approval of the Settlement?..... Page X
5. Who Is The Plaintiff? Page X
6. Who Are the Attorneys Representing the Parties?..... Page X
7. What Are My Options and Rights? How Will My Rights Be Affected?.....Page X
8. How Will the Attorneys and Representative Plaintiff be Compensated
and How Will Other Settlement Costs Be Paid?.....Page X

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related PAGA representative action lawsuit entitled *Maria Brenda Zaavedra v. Wet Okole Hawaii, Inc.*, Case Nos. 30-2022-01246810-CU-OE-CXC (Class Action) and 30-2022-01264339-CU-OE-CXC (PAGA Action) that are now pending in the Orange County Superior Court (collectively referred to as the “Action”).

Defendant Wet Okole Hawaii, Inc. is referred to herein as “Defendant” or “Wet Okole.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2025 at ____ a.m. (the “Preliminary Approval Date”) in the Orange County Superior Court, State of California. At that hearing, the Honorable Melissa R. McCormick, Judge, reviewed the terms of proposed class and PAGA action settlement outlined in this Notice and granted preliminary approval of the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to

Class Members advising them of the proposed Settlement. You have received this Notice because Defendant's employee records indicate you are a Class Member and a PAGA Aggrieved Employee. **This Settlement only involves "Class Members" and "PAGA Aggrieved Employees" under the terms of the Settlement Agreement.** If you are not a "Class Member" or a "PAGA Aggrieved Employee" then you cannot participate in the Settlement, you will not receive money, and you will not be subject to the release of claims provided under the Settlement.

A "Class Member" is: a current or former non-exempt employee of Defendant working in California at any time from July 6, 2020 through June 18, 2021. The referenced time period is the "Class Period."

A "PAGA Aggrieved Employee" is: a current or former non-exempt employee of Defendant working in California at any time from February 18, 2021 to June 18, 2021. The referenced time period is the "PAGA Period."

The Settlement will settle, resolve, and release Class Members' claims and PAGA Aggrieved Employees' claims in the PAGA action on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on _____ at [time], in Department CX-105 of the Orange County Superior Court before the Honorable Melissa R. McCormick, Judge, located at 751 W. Santa Boulevard, Santa Ana, California, 92701. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement (including the settlement of the both the Class and PAGA action), and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

Plaintiff Zaavedra ("Plaintiff" or "Representative Plaintiff") first filed her class action complaint on February 18, 2022 in Orange County Superior Court against Defendant. Plaintiff then filed a related Private Attorneys General Act ("PAGA") complaint against Defendant on June 10, 2022, also in Orange County Superior Court. The class action complaint alleges the following causes of action: 1) failure to pay all hours worked at minimum wage (LC §§1194, 1197); 2) failure to pay overtime wages (LC §§510, 1194); 3) failure to timely pay earned wages (LC §204); 4) failure to provide complete and accurate wage statements (LC §226); 5) failure to timely pay all wages upon separation (LC §§201-203); and 6) unfair business practices (Bus. & Prof. Code §17200). Plaintiff's PAGA complaint alleges one cause of action under PAGA (LC §§2698, *et seq.*) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code statutes set forth in the class action complaint.

The Defendant's Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiff's claims alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment

or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After various litigation activity and following the exchange of extensive information regarding the claims asserted in the Action, the parties participated in a daylong mediation on June 5, 2023 with a well-recognized and highly-experienced class and PAGA action and employment law mediator. At the mediation, a settlement in principle was reached based on a mediator's proposal to the Parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiff's counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval of the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying One Hundred, Ten Thousand Dollars and No Cents (\$110,000.00) for settlement of the Class Members' claims and the PAGA claim as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$110,000.00) shall also include payment of attorneys' fees, litigation costs, costs of administering the settlement, representative plaintiff's service payment, and the payment amount the Court approves as the payment to settle and resolve the PAGA claim. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay settlement payments to participating Class Members.. Under the Settlement, the proposed amounts to be deducted from the Gross Settlement Sum (*i.e.* the \$110,000.00) are the following:

- Class Counsel Attorneys' Fees not to exceed: \$33,000.00
- Class Counsel Litigation Costs not to exceed: \$22,000.00
- Settlement Administration Costs not to exceed: \$6,500.00
- Representative Plaintiff's Service Award not to exceed: \$4,000.00
- PAGA Payment: \$15,000 – 75% of which (*i.e.* \$11,250) shall be paid to the State of California and 25% of which (*i.e.* \$3,750) shall be distributed to the PAGA Aggrieved Employees.

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine a Settlement Class Member's relative, proportional share of the settlement funds, and then convert such person's proportional share into a monetary amount.

Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such

Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. The individual settlement payment for each Settlement Class Member shall be calculated as follows: (a) the number of workweeks each Settlement Class Member worked; divided by (b) the aggregate number of workweeks for all Settlement Class Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Sum.

Because Class Members who are represented by Representative Plaintiff for purposes of the PAGA claim cannot opt out of the PAGA claim settlement, each Class Member who worked during the PAGA Period (*i.e.* February 18, 2021 to June 18, 2021) shall also receive his or her individual share of the PAGA Payment. Fifteen Thousand Dollars and No Cents (\$15,000) is the portion of the Gross Settlement Sum allocated to settling and resolving Plaintiff's PAGA claim, and 75% of such amount shall be paid to the State of California's Labor and Workforce Development Agency and the remaining 25% shall be paid to Class Members who worked during the PAGA Period. A Class Member's share of the PAGA Payment is calculated as follows: (a) the number pay periods each Class Member worked as an hourly non-exempt employee for Defendant during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all Class Members working during the PAGA Period; and then multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$15,000, or \$3,750).

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for the gross settlement payment is: _____
- Your applicable pay period number for the PAGA payment share is: _____
- **YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS:**
\$ _____
 - **NOTE: 33.33% of the above amount is designated as wages and is subject to payroll taxes and withholdings. The remaining two-thirds (66.67%) is designated as penalties and interest. The Settlement Administrator will send participating Class Members a W-2 for the portion designated as wages, and a 1099 for the portion designated as penalties and interest.**
- **YOUR ESTIMATED PAGA PAYMENT SHARE IS: \$** _____
 - **NOTE: The PAGA Payment share amount is designated as 100% penalties, and as indicated above, a 1099 will be issued by the Settlement Administrator for any amounts received designated as penalties and/or interest.**

If you dispute the information set forth above, as explained below you must mail a completed Dispute Form to the Settlement Administrator explaining your disagreement and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than _____, 2025. Late dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

Note, the Settlement Payment amount above is an estimate only, which is provided prior to final approval. The estimated amount is subject to change based on various factors, including, for example,

if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants final approval of the Settlement, settlement checks will be mailed to recipients thereafter. Any settlement checks uncashed after 180 days shall escheat to the State of California's unclaimed property fund in the name of the employee.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other participating class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all participating members of the class as explained in this Notice, and settle the PAGA claim. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. *Who is the Plaintiff?*

Maria Brenda Zaavedra is the Plaintiff and Representative Plaintiff in the Action, including the class action and PAGA action. She is a former employee of Defendant.

6. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff & the Class ("Class Counsel"):

Lavi & Ebrahimian, LLP
Joseph Lavi
Vincent Granberry
8889 W. Olympic Blvd., Suite 200,
Beverly Hills, California 90211
Email: jlavi@lclawfirm; vgranberry@lclawfirm.com
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Defendant Wet Okole Hawaii, Inc.

LightGabler
Brian R. Weilbacher
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Email: bweilbacher@lightgablerlaw.com;
azeider@lightgablerlaw.com
Telephone: (805) 248-7208
Facsimile: (805) 248-7209

7. *What Are My Options And Rights? How Will My Rights Be Affected?*

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must complete and return the Objection Form included with this Notice to the Settlement Administrator, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All

objections must be postmarked no later than _____, **2025**. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. It is currently scheduled for _____ at **XXX a.m.**, in Department CX-105 of the Orange County Superior Court before the Honorable Melissa R. McCormick, Judge, located at 751 W. Santa Boulevard, Santa Ana, California, 92701. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING ON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and return the Exclusion Form included with this Notice to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be postmarked no later than _____, **2025**. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action Settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must return a completed Dispute Form included with this Notice to the Settlement Administrator, at the address below, explaining your dispute and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than _____, **2025**. Late or incomplete dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and make a decision regarding the dispute based on such materials. Although the Settlement Administrator will make a decision concerning each dispute, the Court will have the power at the Settlement Fairness Hearing to review and modify any decision made by the Settlement Administrator regarding any dispute.

It is your responsibility to ensure the Settlement Administrator has timely received any form or document submitted in response to this Notice, including, for example, any dispute form, exclusion

request, or objection. You may and should contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and upon the Effective Date occurring and Defendant paying the entire Gross Settlement Sum (and employer-side taxes) to the Settlement Administrator: 1) all Settlement Class Members (*i.e.* “Class Members” who do not validly exclude themselves) shall be bound by the Final Judgment and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Settled Claims against the Released Parties; and 2) all PAGA Aggrieved Employees shall be bound by the Final Judgment and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all PAGA Released Claims against the Released Parties.

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

“PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act statutory scheme (Labor Code §§2698, et seq.) (“PAGA”) based on the facts alleged in Representative Plaintiff’s June 10, 2022 Orange County Superior Court PAGA Complaint or Representative Plaintiff’s PAGA administrative exhaustion notice letter submitted to the Labor & Workforce Development Agency (“LWDA”) on or about February 21, 2022.

“Released Parties” means defendant Wet Okole Hawaii, Inc., and its owners, directors, shareholders, officers, members, managers, supervisors, and employees, past and present.

“Settled Claims” means the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in Representative Plaintiff’s February 18, 2022 Orange County Superior Court class action complaint for damages and restitution, including Representative Plaintiff’s alleged claims for: 1) failure to pay wages for all hours worked at minimum wage; 2) failure to pay overtime wages for daily overtime worked; 3) failure to timely pay earned wages during employment; 4) failure to provide complete and accurate wage statements; 5) failure to timely pay all earned wages final paychecks due at time of separation; and 6) unfair business practices. “Settled Claims” does not include, and Class Members do not settle or release any claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims premised on facts or circumstances occurring outside of the Class Period.

“Settlement Class Member” means each Class Member who has not validly excluded himself or herself from this Settlement (*i.e.* opted out) pursuant to the terms herein.

8. How Will the Attorneys and Representative Plaintiff Be Compensated and How Will Other Settlement Costs Be Paid?

The attorneys for the Representative Plaintiff and the Class and the Representative Plaintiff will be paid from the \$110,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys are seeking attorneys’ fees in the amount of 33.3333% of the Gross Settlement Sum (*i.e.* \$33,000.00) and reimbursement for incurred, documented third-party case litigation costs not to exceed \$22,000. Representative Plaintiff is seeking a service award for the time devoted and benefits provided to the Class, and the risks assumed for serving as the representative plaintiff, and for entering into a broader release of all claims. The service award that is

being requested is \$4,000, and this in addition to whatever settlement payment amount the Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$6,500 for payment to the third-party settlement administrator, Phoenix Settlement Administrators, to administer the Settlement, and approximately \$11,250 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that will be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator or Class Counsel. Please refer to the Wet Okole Hawaii, Inc. Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement and the amendments to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement, the amendments to the Settlement Agreement, and Court preliminary approval documents are available for review from Class Counsel or online at <https://www.occourts.org/>. Additionally, the Settlement Administrator will post all key documents on its webpage for this case, including the following: a) the operative Superior Court class action complaint; b) the operative Superior Court PAGA action complaint; c) Representative Plaintiff's PAGA administrative exhaustion notice letter(s) sent to the LWDA; d) the Settlement Agreement and any amendments thereto; e) this Notice of Proposed Settlement (*i.e.* the Class Notice), and the Objection Form, Exclusion Form, and Dispute Form; e) the Court's orders granting preliminary approval and final approval; and f) the Court's final judgment, which shall be posted for at least 180 days.

Settlement Administrator Name and Contact Information:

[Address, telephone number, and case webpage address]

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

OBJECTION FORM

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Superior Court of California, County of Orange
Case No. 30-2022-01246810-CU-OE-CXC

AS EXPLAINED IN MORE DETAIL IN SECTION 7 OF THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

- **DO NOTHING**
- **OBJECT**
- **EXCLUDE YOURSELF**
- **SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE**

SUBMIT THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT:

If you wish to object to the Settlement, you must sign and complete the Objection Form below, stating the basis for your objection, along with providing any documents that support your objection, and mail it to Wet Okole Hawaii, Inc. Settlement Claims Administrator, [ADDRESS] on or before _____, 2025.

I object to the proposed Settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXCLUSION FORM

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Superior Court of California, County of Orange
Case No. 30-2022-01246810-CU-OE-CXC

AS EXPLAINED IN MORE DETAIL IN SECTION 7 OF THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

- DO NOTHING
- OBJECT
- EXCLUDE YOURSELF
- SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT AND RECEIVE NO PAYMENT IN CONNECTION WITH THE CLASS ACTION SETTLEMENT:

If you wish to exclude yourself from the class action Settlement, you must sign and complete the Exclusion Form below and mail it to the Wet Okole Hawaii, Inc. Settlement Claims Administrator, [ADDRESS] on or before _____, 2025.

I declare as follows:

I was or have been employed as a non-exempt employee of defendant Wet Okole Hawaii, Inc. in the State of California at some time from July 6, 2020 through June 18, 2021. I have received and reviewed the Notice of Proposed Settlement, and I wish to be **EXCLUDED** from the Class and to **NOT** participate in the proposed class action settlement. I understand that by submitting this form I will **NOT** receive any settlement payment in connection with the class action settlement. I understand I will be bound by any Court-approved PAGA settlement in the case and may receive a share of the Court-approved PAGA payment if eligible.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only)

DISPUTE FORM

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Superior Court of California, County of Orange
Case No. 30-2022-01246810-CU-OE-CXC

AS EXPLAINED IN MORE DETAIL IN SECTION 7 OF THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

- DO NOTHING
- OBJECT
- EXCLUDE YOURSELF
- SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE

SUBMIT THIS FORM ONLY IF YOU WANT TO DISPUTE THE NUMBER OF APPLICABLE WORKWEEKS OR PAY PERIODS CREDITED TO YOU IN YOUR NOTICE:

If you wish to submit a dispute, you must sign and complete and mail this Dispute Form to the Wet Okole Hawaii, Inc. Settlement Claims Administrator, [ADDRESS] on or before _____, 2025. You should provide any available documents or information supporting or substantiating your dispute.

Check the applicable boxes and complete the dispute form information below:

- ☐ **Workweek Dispute:** I want to dispute the number of Workweeks credited to me in my Notice of Proposed Settlement. I worked the following number of Workweeks between July 6, 2020 to June 18, 2021 (*i.e.*, the Class Period): _____. (*Be sure to include any supporting documentation/information*).
- ☐ **Pay Period Dispute:** I want to dispute the number of Pay Periods credited to me in my Notice of Proposed Settlement. I worked the following number of Pay Periods between February 18, 2021 to June 18, 2021 (*i.e.*, the PAGA Period): _____. (*Be sure to include any supporting documentation/information*).

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only)

NOTIFICACION DE RESOLUCION PROPUESTA

Si usted es o ha sido empleado No Exento de Wet Okole Hawaii, Inc. (en lo siguiente “Demandado”), usted pueda tener derecho a recibir dinero de una Resolución.

Esta es una notificación aprobada por el Tribunal. No es publicidad.

No le están demandando. Están afectados sus derechos legales no importa si usted tome pasos o no.

FAVOR DE LEER ESTA NOTIFICACION.

EL CONTENIDO DE ESTA NOTIFICACION.

1. ¿Por qué se debe leer esta Notificación? Página X
2. ¿De qué se trata el Caso? Página X
3. ¿Cuánto puedo anticipar recibir?Página X
4. ¿De qué se trata la Aprobación Final de la Resolución?.....Página X
5. ¿Quién es el Demandante?Página X
6. ¿Quiénes son los abogados que representan a las Partes?.....Página X
7. ¿Cuáles son mis Opciones y Derechos? ¿ Como se afectarán mis Derechos?.....Página X
8. ¿Como se recompensarán a los Abogados y al Demandante Representante?
y ¿Como se pagarán los otros costos Resolutorios?.....Página X

1. ¿Por qué se debe leer esta Notificación?

Esta Notificación de Resolución Propuesta (“Notificación”) es para informarle que las partes se han puesto de acuerdo sobre una resolución propuesta en la acción de clase y demanda de representante de PAGA en la acción encabezada *Maria Brenda Zaavedra v. Wet Okole Hawaii, Inc.*, Caso Nos. 30-2022-01246810-CU-OE-CXC (Acción de Clase) y 30-2022-01264339-CU-OE-CXC (Acción de PAGA) que están pendientes actualmente en el Tribunal Superior del Condado de Orange (se refieren conjuntamente como la “Acción”).

Se refiere al Demandado Wet Okole Hawaii, Inc. en el presente como “Demandado” o “Wet Okole.”

Los términos y condiciones de la resolución propuesta (la “Resolución”) se expresan plenamente en un acuerdo escrito resolutorio (el “Acuerdo Resolutorio”). Esta Notificación es un resumen de los términos y condiciones de la Resolución, y se le ha mandado para informarle de la Resolución y sus derechos como parte de la Resolución.

Se celebró audiencia el en el _____, 2025 a _____ a.m. (la “Fecha de Aprobación Preliminar”) en el Tribunal Superior del Condado de Orange, en el estado de California. Durante esa audiencia, la Honorable Melissa R. McCormick, Juez, repasó los términos de la resolución puesta de clase y de acción de PAGA, desglosados en esta Notificación y otorgó su aprobación preliminar de la Resolución, y dictó un fallo preliminar que la Resolución parece justa y razonable, y la Juez ordenó el envío de esta Notificación a los Miembros de Clase para avisarlos de la Resolución propuesta.

Usted ha recibido esta Notificación porque los expedientes del Demandado de los empleados indican que usted es Miembro de la Clase y un Empleado de PAGA Perjudicado.

Esta Resolución solamente incluye los Miembros de la Clase” y los “Empleados de PAGA Perjudicados” conforme a los términos del Acuerdo Resolutorio. En caso de no ser “Miembro de la Clase” o un “Empleado de PAGA Perjudicado” entonces no puede participar en la Resolución, no recibirá dinero, y no se sujetará al relevo de reclamos previsto en la Resolución.

Un “Miembro de la Clase” es: un empleado actual o previo no-exento del Demandado, que trabajó en California en cualquier tiempo entre el 6 de julio de 2020 y el 18 de junio de 2021. El periodo de tiempo referenciado es el “Periodo de Clase.”

Un “Empleado de PAGA Perjudicado” es: un empleado actual o previo empleado no exento del Demandado que trabajó en California en cualquier tiempo entre el 18 de febrero de 2021 y el 18 de junio de 2021. El periodo de tiempo referenciado es el “Periodo PAGA.”

La Resolución resolverá, sirve como convenio, y releva los reclamos de Miembros de la Clase y reclamos de Empleados de PAGA Perjudicados en la acción de PAGA conforme a los términos y condiciones expresados en el Acuerdo Resolutorio, y conforme al resume en esta Notificación.

El Juez celebrará una **Audiencia de Resolución Equitativa** referente a la resolución propuesta el _____ a [time], en Sala CX-105 del Tribunal Superior del Condado de Orange Court antela Honorable Melissa R. McCormick, Juez, ubicado a 751 W. Santa Boulevard, Santa Ana, California, 92701. Se puede aplazar la Audiencia de Resolución Equitativa hasta otra fecha sin otra notificación.

Esta Notificación contiene un resumen de la Resolución (incluyendo la resolución de sendos la acción de Clase y la de PAGA), y se explican sus derechos como parte de la Resolución y de la Audiencia de Resolución Equitativa.

2. ¿De Qué se Trata el Caso?

La Demandante Zaavedra (“Demandante” o “la Demandante Representante”) primero presentó su demanda de acción de clase el 18 de febrero de 2022 en el Tribunal Superior del Condado de Orange contra el Demandado. Entonces, la Demandante presentó una demanda relacionada de Private Attorneys General Act [Ley de Representantes Legales Generales] (“PAGA”) contra el Demandado el 10 de junio de 2022, también en el Tribunal Superior del Condado de Orange. La demanda de acción de clase alega los siguientes causales de acción: 1) no pagaron todas las horas trabajadas al salario mínimo (LC §§1194, 1197); 2) no pagaron salarios de tiempo extra (LC §§510, 1194); 3) no pagaron salarios ganados oportunamente (LC §204); 4) no proporcionaron detallados completos y correctos de salario (LC §226); 5) no pagaron oportunamente todos salarios cuando se separaron del trabajo (LC §§201-203); y 6) practicas injustas de negocio (Bus. & Prof. Code §17200) [Código de Negocios y Profesiones]. La demanda PAGA de la Demandante alega un causal de acción según PAGA (LC §§2698, *et seq.*) y solicita penalidades civiles por medio del estado del estado de California y empleados perjudicados por razón de presuntas vulneraciones de disposiciones del Código de Trabajo Code expuestas en la demanda de acción de clase.

La Posición del Demandado: El Demandado ha negado y sigue negando toda responsabilidad civil u ofensa de cualquier especie en cuanto a los reclamos de la Demandante y también niega que, por algún propósito cualquiera aparte de resolver la Acción, esta Acción sea apropiada por tratamiento como clase o representativo

o certificación. El Demandado argumenta que, entre otras cosas, ha cumplido con el California Código de Trabajo, las Ordenes Salariales de California, y todos las otras leyes aplicables del estado de California y federales y reglamentos.

Litigio y Negociaciones Resolutorias: Después de varias actividades de litigio y después de intercambio información extensa referente a los reclamos alegados en la Acción, las partes participaron en una junta de mediación el 5 de junio de 2023 con una clase bien reconocida con mucha experiencia y la Acción de Acción PAGA y el mediador de derecho de empleo. Durante la mediación, llegaron a un acuerdo resolutorio en principio basado en la propuesta que hizo el mediador a las Partes. Los términos de la resolución provisional de las partes se detallaron en un documento escrito y forma la base de la resolución propuesta. Después de esto, las partes celebraron un Acuerdo Resolutorio más extensivo y de formulario largo. El abogado de la Demandante entonces formalmente informó al Juez sobre los términos y condiciones de la Resolución, y basado en esto, el Juez otorgó aprobación preliminar de la Resolución, y ordenó que se mandara esta Notificación a los Miembros de la Clase.

3. *¿Cuánto Puedo Esperar Recibir?*

Según la Resolución, el Demandado paga Ciento Diez Mil Dólares y no Centavos (\$110,000.00) para resolver los reclamos de los Miembros de Clase y el reclamo PAGA conforme al Acuerdo Resolutorio. Este monto se conoce como el “Monto Resolutorio Bruto.” El Monto Resolutorio Bruto (v.g. los \$110,000.00) incluirá el pago de honorarios de abogados, costos de litigio, costos de administrar la Resolución, el pago a la demandante por concepto de servicio, y el monto del pago que el Juez aprueba como el pago convenido para resolver el reclamo PAGA. Después de deducir esos montos mencionados, el monto remanente de la Resolución (se conoce como el “Monto Resolutorio Neto) es el fondo de dinero que se repartirá para liquidar los pagos resolutorios a los Miembros de Clase participantes. Según la Resolución, los montos propuestos que se deducirán del Monto Resolutorio Bruto (v.g. los \$110,000.00) son a continuación:

- Honorarios de Abogados de Licenciados de la Clase por el máximo de: \$33,000.00
- Costos de Litigio de Licenciados de la Clase por el máximo de: \$22,000.00
- Costos Administrativos Resolutorios por el máximo de: \$6,500.00
- Adjudicación de Servicio para el Demandante Representante por el máximo de: \$4,000.00
- Pago de PAGA: \$15,000 – 75% de cuyo monto (v.g. \$11,250) se pagará al Estado de California y 25% de cuyo monto (i.e. \$3,750) se repartirá a los Empleados de PAGA Perjudicados.

El método de repartir el Monto Resolutorio Neto que ha sido aprobado en forma preliminar por el Juez se llama “la Formula de Repartimiento.” A continuación, se describe la Formula de Repartimiento, su propósito y cómo funciona.

La Formula de Repartimiento:

El propósito de la Formula de Repartimiento es para determinar una parte alícuota relativa de un Miembro de la Clase Resolutorio y entonces se calcula la parte alícuota de dicha persona a un monto monetario.

A cada Miembro de la Clase Resolutorio (quien es Miembro de Clase que no se exime de la Resolución) se le dará un pago de un monto resolutorio individual basado en el número de semanas de trabajo que el Miembro

de la Clase Resolutorio trabajó para el Demandado como un empleado no exento durante el Periodo de Clase. El pago resolutorio individual para cada Miembro de la Clase Resolutorio se calculará a continuación: (a) el número de semanas laborales que trabajó cada Miembro de la Clase Resolutorio; dividido por (b) el numero agregado de semanas laborales para todos las semanas laborales para Miembro de la Clase Resolutorio conforme a lo calculado en subpárrafo (a); y entonces multiplicado por (c) el Monto Resolutorio Neto.

Ya que los Miembros de Clase representados por la Demandante Representante por fines del reclamo PAGA no puede eximirse de la resolución del reclamo PAGA, cada Miembro de Clase que trabajó durante el Periodo PAGA (v.g. el 18 de febrero de 2021 a 18 de junio de 2021) también recibir su parte alícuota individual del Pago PAGA. Quince Mil Dólares y No Centavos (\$15,000) es la porción del Monto Resolutorio Bruto aparatado para convenir y resolver el reclamo PAGA del Demandante, y 75% de eso monto se pagará al State of California's Labor and Workforce Development Agency [Agencia de Trabajo y Fuerza Laboral del estado de California] y el 25% restante se pagará a los Miembros de Clase que trabajaban durante el Periodo PAGA. Se calcula la parte del Pago PAGA a cada Miembro de la Clase a continuación: (a) el número de periodos de la nómina que cada Miembro de la Clase trabajó como empleado pagado por hora no exento para el Demandado durante el Periodo de PAGA; dividido por (b) el numero agregado de periodos de la nómina que trabajaron todos los Miembros de Clase durante el Periodo PAGA; y entonces multiplicados por el monto de la porción del empleado del Pago PAGA (v.g. 25% de \$15,000, o \$3,750).

BASADO EN LOS EXPEDIENTES DEL DEMANDADO Y LA FORMULA DE REPARTIMIENTO ARRIBA:

- o Su número de semanas laborales aplicables para el pago resolutorio bruto es: _____
- o Su número de periodos de nómina aplicables para la parte de pago PAGO es: _____
- **SU PAGO RESOLUTORIO BRUTO APROXIMADO ES: \$ _____**
 - o **NOTE: 33.33% del monto arriba se designa como salarios y se sujeta a impuestos nominales y deducciones. Los dos tercios (66.67%) que restan se designan como penalidades e interés. El Administrador de la Resolución mandará a los Miembros de Clase participantes un W-2 para la porción designada como salarios, y un 1099 para la porción designada como penalidades e interés.**
- **SU PARTE DE PAGO APROXIMADO QUE RECIBIRA ES: \$ _____**
 - o **NOTE: El monto de PAGA que recibirá se designará como 100% penalidades, y como se indica arriba, el Administrador de la Resolución emitirá un 1099 por todos montos recibidos como penalidades y/o interés.**

En caso de estar en desacuerdo con la información arriba, como se explica abajo, usted debe enviar un Formulario de Disputa al Administrador de la Resolución, explicando su desacuerdo y devolverlo con toda documentación que avala tocante a su desacuerdo y se debe llevar fecha de franqueo a más tardar _____, **2025**. Los formularios que se presentan tarde carecerán de validez y no se considerarán a menos que el Juez apruebe la consideración tardía de un formulario de disputa presentado tarde.

Note: el monto del Pago Resolutorio es solamente una aproximación, que se proporciona antes de aprobación final. El monto aproximado se sujeta a cambio basado en varios factores, incluyendo, por ejemplo,

si el Juez ordenara modificación de la Formula de Repartimiento, o si haya cambio de los datos relevantes referente a los Miembros de Clase.

Si el Juez emite la aprobación final de la Resolución, los cheques de la resolución se mandarán a los recipientes después. Todo cheque resolutorio que no se haya cambiado después de 180 días será depositado en el fondo de bienes no reclamados del estado de California con el nombre del empleado.

NOTE: Usted tiene la responsabilidad de mantener su dirección actual en el archivo con el Administrador de la Resolución para asegurar que recibirá su Pago Resolutorio.

4. *¿Qué es Aprobación Resolutorio Final?*

Para que sea efectiva la Resolución y usted y otros miembros de clase participantes para recibir algún dinero como parte de la Resolución, el Juez debe otorgar aprobación final de la Audiencia de Resolución Equitativa referente a los términos y condiciones de la Resolución. La Resolución, si sea aprobada, afectará todos los Miembros de Clase participantes como se explica en esta Notificación y resolverá el reclamo PAGA. Usted puede recibir dinero de la Resolución si califica por un pago bajo la Resolución aprobada por el Juez.

5. *¿Quién es la Demandante?*

Maria Brenda Zaavedra es la Demandante y la Demandante Representante en la Acción, incluyendo la Acción de Clase y la Acción PAGA. Elle es empleada anterior del Demandado.

6. *¿Quiénes son los Abogados que Representan a la Partes?*

Abogados de la Demandante y la Clase ("Abogados de Clase"):

Lavi & Ebrahimian, LLP Joseph Lavi
Vincent Granberry
8889 W. Olympic Blvd., Suite 200,
Beverly Hills, California 90211
Email: jlavi@lelawfirm; vgranberry@lelawfirm.com
Teléfono: (310) 432-0000
Fax: (310) 432-0001

Abogados del Demandado Wet Okole Hawaii, Inc.

LightGabler
Brian R. Weilbacher
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Email: bweilbacher@lightgablerlaw.com;
azeider@lightgablerlaw.com
Teléfono: (805) 248-7208
Fax: (805) 248-7209

7. ¿Cuáles son Mis Opciones y Derechos? ¿Cómo se Afectarán Mis Derechos?

USTED TIENE LAS SIGUIENTES OPCIONES COMO PARTE DE LA RESOLUCION PROPUESTA:

NO HACER NADA	Usted permanecerá miembro de la clase, recibirá un pago resolutorio, y será obligado a seguir los términos del Acuerdo Resolutorio (incluyendo el relevo de reclamos).
OBJETAR	Si elige hacerlo, puede oponer esta Resolución. El Juez pueda estar de acuerdo o no con su oposición. Oponiendo la Resolución no le va a excluir de la Resolución, y si el Juez emite otorgamiento final y aprueba la Resolución, recibirá un pago de la Resolución y los términos de la Acuerdo Resolutorio le tendrá fuerza obligatoria.
EXCLUIRSE	Esta es la única opción que permite que usted se excluya de la porción de la Resolución de Acción de Clase, incluyendo su relevo de reclamos. Si usted se excluye, no recibirá pago resolutorio de la Acción de Clase como parte de la Resolución y los términos de la Acuerdo Resolutorio de le tendrán fuerza obligatoria. Sin embargo, tendrán fuerza vinculante los términos resolutorios de cualquier reclamo PAGA aprobado por un Juez.
PRESENTAR UNA DISPUTA SOBRE SEMANA LABORAL O PERIODOS DE PAGO	Se revisará su documentación de disputa y la relacionada y se tomará una decisión referente a sus semanas laborales aplicables o periodos de pago basados en la información disponible. Usted recibirá un pago de la Resolución los términos de la Acuerdo Resolutorio de le tendrán fuerza obligatoria.

No Hacer Nada / Participar en la Resolución

Según la Resolución, si no hace nada, usted permanecerá miembro de la clase, recibirá un pago resolutorio, y los términos de la Acuerdo Resolutorio de le tendrán fuerza obligatoria (incluyendo el relevo de sus reclamos). Usted **automáticamente** recibirá un Pago Resolutorio a menos que usted se excluya afirmativamente de la Resolución al seguir el procedimiento de exclusión a continuación.

Si usted es empleado actual, su decisión sobre si va a participar en esta Resolución no será considerada por el Demandado y el Demandado no buscará represalias en su contra y no tomará otra acción negativa en su contra basada en su participación en la Resolución. Por fines de esta Resolución, al Demandado se le obliga pagar el mismo monto de dinero no importa si participa en la Resolución o no, entonces su participación en la Resolución no incrementa ni reduce la obligación de pago del Demandado.

Oponer la Resolución

Si desea oponer la Resolución, debe completar y devolver el Formulario de Oposición incluido con esta Notificación al Administrador de la Resolución, a la dirección abajo, apuntando por qué opone usted la Resolución. Para que se considere válida, debe presentar por escrito su Oposición, son su firma, y contener su nombre, dirección, número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social.

Todas las Oposiciones deben llevar sello de franqueo a más tardar el _____, 2025. Las Oposiciones tardías carecerán de validez and no se considerarán a menos que el Juez apruebe la consideración de una Oposición tardía.

También, usted puede comparecer a la Audiencia de Resolución Equitativa referente a la resolución propuesta, o en persona o por medio de un abogado que contrata. Actualmente esta programado a las _____ XXX a.m., en Sala CX-105 del Tribunal Superior del Condado de Orange ante la Honorable Melissa R. McCormick, Judge, ubicado a 751 W. Santa Boulevard, Santa Ana, California, 92701. Se puede aplazar la Audiencia de Resolución Equitativa a otra fecha sin notificación adicional.

SI OPONE LA RESOLUCIÓN, TODAVIA RECIBIRA SU PARTE DEL MONTO RESOLUTORIO SI EL JUEZ APRUEBA LA RESOLUCIÓN A PESAR DE CUALQUIER OPOSICION Y LA RESOLUCIÓN Y EL RELEVO DE RECLAMOS LE PERMANECERA CON FUERZA VINCULANTE.

Excluirse de la Resolución

Si desea excluirse de participación en la Resolución, deberá completar y devolver el Formulario de Exclusión incluido con esta Notificación a la Administrador de la Resolución, a la dirección abajo, pidiendo que se le excluya de la Resolución. Para considerarla valida, se debe pedir excluir por escrito, con su firma, y contener su nombre, dirección, número telefónico y los últimos cuatro dígitos de su número de Seguro Social. Su petición de exclusión debe indicar claramente que usted desea ser excluido de la Resolución. Para considerarlo oportuna, su petición de exclusión debe llevar sello de franqueo de más tardar _____, 2025. Las peticiones tardías carecerán de validez y no se van a considerar a menos que el Juez apruebe la consideración tardía de una petición tardía por exclusión.

Si usted presenta una petición escrita oportuna y valida por exclusión, usted dejará de ser miembro de la Clase, y no será elegible para recibir dinero por virtud de la porción de acción de clase de la Resolución u oponer los términos de la Resolución. Sin embargo, no le tendrán fuerza vinculante los términos de la acción de clase de la Resolución, o el relevo de reclamos proveído como parte de la Resolución de acción de clase.

Si usted presenta una petición por exclusión o no, sin embargo le tendrá fuerza vinculante cualquier resolución PAGA aprobada por el Juez en el caso, y usted recibirá, si es elegible, una parte del monto del pago de PAGO.

Presentar una disputa sobre la Semana Laboral o Periodo de Pago.

Si usted disputa la semana laboral o información sobre el periodo de pago expresado arriba, debe devolver un formulario de disputa incluida con esta Notificación al Administrador de Resolución, a la dirección abajo, explicando su disputa y devolverla con toda documentación que apoya relacionada a su desacuerdo y debe llevar sello de franqueo a más tardar el _____ de 2025. Los formularios de disputa tardíos o incompletos carecerán de validez y no se considerarán a menos que el Juez apruebe la consideración tardía de un formulario de disputa tardío.

Si presenta una disputa, el Administrador de la Resolución revisará su disputa y los expedientes del Demandado, y tomará una decisión referente a la disputa basada en dichos materiales. Aunque el Administrador de la Resolución tomara una decisión tocante cada disputa, el Tribunal será facultado en la Audiencia de Resolución Equitativa para revisar y modificar toda decisión que haga el Administrador de la Resolución referente a toda disputa.

Es su responsabilidad asegurar que el Administrador de la Resolución reciba todo formulario o documento presentado para responder a esta Notificación, incluyendo, por ejemplo, cualquier formulario de disputa, petición de exclusión u oposición. Usted puede y debe comunicarse con el Administrador de la Resolución al número de teléfono gratuito abajo para asegurarse que todo documento presentado ha sido recibido.

Efecto de la Resolución sobre Sus Derechos – Relevo de Reclamos

Si el Juez otorga una aprobación final a la Resolución en la Audiencia de Resolución Equitativa, si Fallo Final se asentará de oficio, y siendo la Fecha de Efectividad y cuando el Demandado pague el Monto Resolutorio Bruto completo (e impuestos del empleador) al Administrador de la Resolución: 1) a todos los Miembros de la Clase Resolutoria (*i.e.* “Miembros de Clase” que no se excluyen en forma valida) les tendrá fuerza vinculante el Fallo Final y se estimará que ellos ha relevado, reliquido y eximido plena y finalmente todos los Reclamos Resueltos contra las Partes Relevadas; y 2) a todos los Empleados PAGA perjudicados les tendrá fuerza vinculante el Fallo Final y se estimará y que ellos ha relevado, reliquido y eximido plena y finalmente todos los Reclamos Resueltos PAGA contra las Partes Relevadas.

Según los términos de la Resolución, y como previsto en el Acuerdo Resolutorio, el relevo de términos del reclamo como se usa tendrá los siguientes significados:

“Reclamos Relevados PAGA” significa cualquiera y todos los reclamos para penalidades civiles según las disposiciones legales del Private Attorney General Act (Código de Trabajo §§2698, et seq.) (“PAGA”) basado en los hechos alegados en la Demanda PAGA del Tribunal Superior del Condado de Orange del 10 de junio de 2022 de la Demandante Representante o la carta de notificación de agotamiento administrativo PAGA de la Demandante Representante que se presentó a la Labor & Workforce Development Agency (“LWDA”) aproximadamente el 21 de febrero de 2022.

“Partes Relevadas” significa el Demandado, Wet Okole Hawaii, Inc., y sus dueños, directores, accionistas, funcionarios, miembros, gerentes, supervisores, y los empleados, pasados y presentes.

“Reclamos Resueltos” significa los reclamos que se alegaron y razonablemente se pudieran alegado en la demanda basada en los hechos alegados en la demanda de la Demandante Representante del 18 de febrero de 2022 del Tribunal Superior del Condado de Orange en la demanda de Acción de Clase por danos y resarcimiento, incluyendo los presuntos reclamos alegados de la Demandante Representante por: 1) el no pagar salarios por todas las horas trabajadas por salario mínimo; 2) el no pagar salario de tiempo extra por tiempo extra que se trabajaba diariamente; 3) el no pagar oportunamente salarios que ganaba durante empleo; 4) el no proveer detallados salariales completos y correctos; 5) el no pagar oportunamente todos los salarios ganados en cheques finales de la nómina que se deben al tiempo de separación; y 6) prácticas de negocio injustas. “Reclamos Resueltos” no incluye, y Miembros de Clase no resuelve ni releva reclamos por despido indebido, violación de la Fair Employment and Housing Act [Ley de Empleo y Vivienda Equitativa], seguro de desempleo, discapacidad, seguro social compensación laboral o reclamos basados en hechos o circunstancias que ocurrían fuera del Periodo de Clase.

“Un Miembro de Clase Resolutoria” significa cada Miembro de Clase que no se ha excluido de válidamente de esta Resolución (*p.ej.* se excluyó) según los términos del presente.

“Settlement Class Member” means each Class Member who has not validly excluded himself or herself from this Settlement (*i.e.* opted out) pursuant to the terms herein.

8. ¿Cómo van a Compensar a los Abogados y la Demandante Representante y ¿Cómo van a Pagar Otros Costos Resolutorios?

A los abogados del Demandante Representante y la clase y la Clase y la Demandante Representante se les pagará del Monto Resolutorio Bruto de \$110,000.00. Se liquidarán otros costos resolutorios del Monto Resolutorio Bruto. Los abogados piden honorarios de abogado del monto de 33.3333% del Monto Resolutorio Bruto (*p.ej.* \$33,000.00) y reembolso por costos de litigio documentados de tercera parte por un máximo de \$22,000.

La Demandante Representante pide adjudicación de servicio por el tiempo dedicado y beneficios a la Clase, y los riesgos que se toman por fungir como Demandante Representante, y hacer un relevo más amplio de todos los reclamos. La adjudicación por servicio que se pide es \$4,000, y este es aparte de todo Pago Resolutorio que tenga derecho a recibir la Demandante Representante por separado bajo la Resolución. Otros costos resolutorios incluyen aproximadamente \$6,500 por pago al tercero administrador de resolución, Phoenix Settlement Administrators, para administrar la Resolución y aproximadamente \$11,250 pagadero al estado de California para resolver el reclamo de Private Attorneys General Act, alegado en conjunto con el caso. Los montos anteriores son montos que se van a pedir, pero los montos que se adjudiquen (sean iguales o menos) serán determinados por el Juez.

¿PREGUNTAS? Usted puede comunicarse con el Administrador de la Resolución o Abogados de Clase. Favor de consultar la Resolución de Acción de Clase de Wet Okole Hawaii, Inc.

Esta Notificación proporciona un resumen de la Resolución y sus términos y condiciones. Para obtener una declaración completa de la Resolución, consulte el Acuerdo Resolutorio y las enmiendas al Acuerdo Resolutorio celebrado entre las partes. Las copias del Acuerdo Resolutorio, las enmiendas al Acuerdo Resolutorio, y los documentos preliminares de aprobación del Juez, se disponen para consultar de los Abogados de Clase y en línea a <https://www.occourts.org/>. Además, el Administrador de la Resolución publicará todos los documentos claves en su pagina web para este caso, incluyendo lo siguiente: a) la demanda operativa de la Acción de Clase del Tribunal Superior; b) la demanda operativa de Acción PAGA; c) La(s) carta(s) de Notificación de agotamiento administrativo PAGA de la Demandante Representante que se mandaron a la LWA; d) el Acuerdo Resolutorio y toda enmienda al mismo; e) esta Notificación de Resolución Propuesta (*p.ej.* la Notificación de Clase), y el Formulario de Oposición, Formulario de Exclusión, y Formulario de Disputa; e) las ordenes del Juez que otorgan aprobación preliminar y aprobación final; y e) el fallo final del Juez; e) las Ordenes del Juez que otorgan aprobación preliminar y aprobación final; y f) el fallo final del Juez, que se publicarán durante un mínimo de 180 días.

Nombre del Administrador Resolutorio e Información de Contacto

[Address, telephone number, and case webpage address]

FAVOR DE NO LLAMAR POR TELEFONO AL TRIBUNAL PARA PEDIR INFORMACION SOBRE ESTA NOTIFICACION O EL PROCESO RESOLUTORIO

FORMULARIO PARA OPONERSE

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Corte Superior de California, Condado de Orange
Número del Caso 30-2022-01246810-CU-OE-CXC

COMO SE EXPLICÓ CON MÁS DETALLES EN LA SECCIÓN 7 DE LA “NOTIFICACIÓN DE LA RESOLUCIÓN PROPUESTA” (“NOTIFICACIÓN”) QUE VINO CON ESTE FORMULARIO, USTED TIENE LAS SIGUIENTES OPCIONES COMO PARTE DE LA RESOLUCIÓN:

- HACER NADA
- OPONERSE
- EXCLUIRSE A SÍ MISMO
- PRESENTAR UNA DISPUTA POR SEMANA DE TRABAJO O POR PERIODO DE PAGO

PRESENTE ESTE FORMULARIO SOLAMENTE SI DESEA OPONERSE A LA RESOLUCIÓN:

Si desea oponerse a la Resolución, debe firmar y completar el Formulario Para Oponerse abajo, indicando la base de su oposición, junto con proporcionar cualquier documento que respalde su oposición, y enviarlo por correo a Wet Okole Hawaii, Inc. Settlement Claims Administrator, [DIRECCIÓN] el o antes del _____, 2025.

Me opongo a la Resolución propuesta por las siguientes razones:

(Si necesita más espacio, por favor adjunte páginas adicionales a este formulario.)

Fechado: _____ (Firma)

(Nombre Impreso o en Letra de Molde)

(Dirección)

(Ciudad, Estado, Código Postal)

(Número de Teléfono, Incluyendo el Código de Área)

XXX-XX-_____
(Número de Seguro Social – solamente los últimos 4 dígitos)

FORMULARIO DE EXCLUSIÓN

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Corte Superior de California, Condado de Orange
Número del Caso 30-2022-01246810-CU-OE-CXC

COMO SE EXPLICÓ CON MÁS DETALLES EN LA SECCIÓN 7 DE LA “NOTIFICACIÓN DE LA RESOLUCIÓN PROPUESTA” (“NOTIFICACIÓN”) QUE VINO CON ESTE FORMULARIO, USTED TIENE LAS SIGUIENTES OPCIONES COMO PARTE DE LA RESOLUCIÓN:

- HACER NADA
- OPONERSE
- EXCLUIRSE A SÍ MISMO
- PRESENTAR UNA DISPUTA POR SEMANA DE TRABAJO O POR PERIODO DE PAGO

PRESENTE ESTE FORMULARIO SOLAMENTE SI DESEA SER EXCLUIDO DE PARTICIPAR EN LA RESOLUCIÓN DE LA DEMANDA COLECTIVA Y NO RECIBIR PAGO EN CONEXIÓN CON LA RESOLUCIÓN DE LA DEMANDA COLECTIVA:

Si desea excluirse a sí mismo de la Resolución de la demanda colectiva, debe firmar y completar el Formulario de Exclusión abajo y enviarlo por correo a Wet Okole Hawaii, Inc. Settlement Claims Administrator, [DIRECCIÓN] el o antes del _____, 2025.

Declaro lo siguiente:

Yo fui o he sido empleado como empleado no exento del demandado Wet Okole Hawaii, Inc. en el Estado de California en algún tiempo del 6 de julio de 2020 hasta el 18 de junio de 2021. He recibido y revisado la Notificación de la Resolución Propuesta, y deseo ser EXCLUIDO del Grupo de la demanda y NO participar en la propuesta resolución de la demanda colectiva. Entiendo que al presentar este formulario NO recibiré ningún pago de la resolución en conexión con la resolución de la demanda colectiva. Entiendo que estaré sujeto por cualquier resolución PAGA aprobada por cualquier Juez en el caso y puede que reciba una parte del pago PAGA aprobado por el Juez si soy elegible.

Fechado: _____ (Firma)

(Nombre Impreso o en Letra de Molde)

(Dirección)

(Ciudad, Estado, Código Postal)

(Número de Teléfono. Incluyendo el Código de Área)

XXX-XX _____
(Número de Seguro Social – solamente los últimos 4 dígitos)

FORMULARIO DE DISPUTA

MARIA BRENDA ZAAVEDRA V. WET OKOLE HAWAII, INC.

Corte Superior de California, Condado de Orange
Número del Caso 30-2022-01246810-CU-OE-CXC

COMO SE EXPLICÓ CON MÁS DETALLES EN LA SECCIÓN 7 DE LA “NOTIFICACIÓN DE LA RESOLUCIÓN PROPUESTA” (“NOTIFICACIÓN”) QUE VINO CON ESTE FORMULARIO, USTED TIENE LAS SIGUIENTES OPCIONES COMO PARTE DE LA RESOLUCIÓN:

- HACER NADA
- OPONERSE
- EXCLUIRSE A SÍ MISMO
- PRESENTAR UNA DISPUTA POR SEMANA DE TRABAJO O POR PERIODO DE PAGO

PRESENTE ESTE FORMULARIO SOLAMENTE SI USTED DESEA DISPUTAR EL NÚMERO DE SEMANAS DE TRABAJO O PERIODOS DE PAGO PERTINENTES ACREDITADOS A USTED EN SU NOTIFICACIÓN:

Si desea presentar una disputa, debe firmar y completar y enviar por correo este Formulario de Disputa a Wet Okole Hawaii, Inc. Settlement Claims Administrator, [DIRECCIÓN] el o antes del _____, 2025. Debe proporcionar cualquier documento disponible o información respaldando o corroborando su disputa.

Marque las casillas pertinentes y complete la información del formulario de disputa abajo:

Disputa por Semana de Trabajo: Quiero disputar el número de Semanas de Trabajo acreditadas a mí en mi Notificación de la Resolución Propuesta. Trabajé el siguiente número de Semanas de Trabajo entre el 6 de julio de 2020 al 18 de junio de 2021 (*a saber*, el Período Colectivo): _____. (*Asegúrese de incluir cualquier documentación/información respaldante*).

Disputa por Período de Pago: Quiero disputar el número de Períodos de Pago acreditados a mí en mi Notificación de la Resolución Propuesta. Trabajé el siguiente número de Períodos de Pago entre el 18 de febrero de 2021 al 18 de junio de 2021 (*a saber*, el Período PAGA): _____. (*Asegúrese de incluir cualquier documentación/información respaldante*).

Fechado: _____

(Firma)

(Nombre Impreso o en letra de Molde)

(Dirección)

(Ciudad, Estado, Código Postal)

(Número de Teléfono, Incluyendo el Código de Área)

XXX-XX-_____
(Número de Seguro Social – solamente los últimos 4 dígitos)