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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ADRIANA MICHEL CERVANTES,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

WONDERTREATS, INC., a California
corporation; EMPLOYER'S OUTSOURCING,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: CV-22-001263

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT**

Complaint filed: March 22, 2022
Trial date: Not set

This Joint Stipulation of Class and PAGA Action Settlement is entered into by and between Plaintiff Adriana Michel Cervantes (“Plaintiff”) and Defendants Wondertreats, Inc., and Trinity Personnel, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the class action lawsuit entitled *Cervantes v. Wondertreats, Inc., et al.*, filed in the Superior Court of California, County of Stanislaus, with case number CV-22-001263.
- 1.2 “Agreement” means the instant Joint Stipulation of Class and PAGA Action Settlement.
- 1.3 “Attorneys’ Costs” or “Litigation Costs” means the amount to be reimbursed to Class Counsel for their litigation costs and expenses. Attorneys’ Costs shall not exceed \$20,000.00
- 1.4 “Attorneys’ Fees” means the amount to be awarded to Class Counsel for the work they have performed in furtherance of the Action. Attorneys’ Fees shall not exceed one-third of the Gross Settlement Amount
- 1.5 “Class” or “Class Member” means any and all persons who are or were placed at Defendant Wondertreats, Inc. by Trinity Personnel, Inc. as non-exempt, hourly employees in California during the Class Period.
- 1.6 “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of MOON LAW GROUP, PC.
- 1.7 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8 “Class Notice” means the Notice of Class and PAGA Action Settlement mutually agreed upon by the Parties and approved by the Court to be sent to the Class Members and PAGA Members following preliminary approval, which includes the scope of release language for Settled Claims and Settled PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the Class Members’ options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Members’ and PAGA Members’ estimated Individual Class Payments and PAGA Payments are calculated, substantially in the form attached hereto as **Exhibit A**.
- 1.9 “Class Period” means the period from March 22, 2018 through the date Court preliminarily approves of the Settlement.

- 1.10 “Class Representatives” means Adriana Michel Cervantes, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as the class representative.
- 1.11 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and for which Plaintiff will provide a general release and waiver of Civil Code section 1542 rights. Subject to the Court’s approval, Plaintiff shall receive \$10,000.00, for a as Class Representative Service Payments.
- 1.12 “Court” means the Superior Court of California, County of Stanislaus.
- 1.13 “Defense Counsel” means Mark D. Kruthers of FENNEMORE WENDEL for Defendant Wondertreats, Inc., and Ronald Z. Gomez and Jenna M. Macek of KOREY RICHARDSON LLP for Defendant Trinity Personnel, Inc.
- 1.14 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court grants final approval; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.15 “Final Approval Order” means the Court’s order granting final approval of the Settlement, with which a consistent Final Judgment is simultaneously entered.
- 1.16 “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.
- 1.17 “Final Judgment” means the Judgment entered by the Court upon granting final approval of the Settlement.
- 1.18 “Gross Settlement Amount” means \$250,000.00 which is the maximum total amount Defendants agree to pay under this Agreement except as provided in Paragraphs 4.1 and 9 below. The Gross Settlement Amount will be used to pay Individual Class and PAGA Payments, Attorneys’ Fees, Attorneys’ Costs, the Class Representative Service Payment, the Settlement Administration Costs, and PAGA Penalties.
- 1.19 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.20 “Individual PAGA Payment” means the PAGA Member’s pro rata share of the 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

- 1.21 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the Labor and Workforce Development Agency’s (“LWDA”) under Labor Code section 2699, subd. (i).
- 1.22 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Attorneys’ Fees, Attorneys’ Costs, the Settlement Administration Costs, and the LWDA PAGA Payment. The remainder is to be paid to Participating Class Members and PAGA Members as Individual Class and PAGA Payments.
- 1.23 “PAGA Members” or “Aggrieved Employees” means all hourly-paid, non-exempt employees of Defendants who worked for Defendants in the State of California during the PAGA Period.
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 75% to the LWDA and 25% to the PAGA Members for the settlement of PAGA Claims. The PAGA Penalties shall be \$20,000.00.
- 1.25 “PAGA Period” means from March 22, 2021 through date the Court preliminarily approves of the Settlement.
- 1.26 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.27 “Pay Period” means any pay period in which a PAGA Member performed work for Defendants at least one day during the PAGA Period.
- 1.28 “Preliminary Approval Order” means the Order entered by the Court that preliminarily approves the terms and conditions of this Agreement.
- 1.29 “Released Claims” means the claims being released as described in Paragraphs 2.1 and 6 below.
- 1.30 “Released Parties” means Defendants, Employer’s Outsourcing, Inc., and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.
- 1.31 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.32 “Response Deadline” means forty-five (45) calendar days after the Settlement Administrator mails the Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.33 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.34 “Settlement Administrator” means ILYM, Inc., a neutral, third-party administrator mutually chosen by the Parties and approved by the Court.
- 1.35 “Settlement Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in administering the Settlement in accordance with this Agreement. The Settlement Administration Costs shall not exceed \$15,000.00.
- 1.36 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS**

- 2.1 On March 22, 2022, Plaintiff commenced this Action by filing a complaint alleging the following causes of action against Defendant Wondertreats, Inc and Employer’s Outsourcing, Inc.: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods (or pay premium pay) [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks (or pay premium pay) [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On May 20, 2022, Plaintiff filed an Amendment to Complaint form adding Defendant Trinity Personnel, Inc. as a defendant. On July 12, 2022, Plaintiff filed a First Amended Complaint, alleging an additional cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.] (the “Operative Complaint”). Thereafter, Plaintiff entered into a tolling agreement with Employer’s Outsourcing, Inc. and dismissed it from the Action on August 3, 2022.
- 2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.3 On August 8, 2023, the Parties participated in all-day mediation presided over by mediator Steve Serratore, Esq., which led to this Agreement to settle the Action. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable, and adequate as to each Class Member and PAGA Member.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a sample of time records and payroll records pertaining to Class Members, the number of workweeks

1 during the Class Period as well as the number of Class Members, employment
2 policies and handbook, Plaintiff's personnel file, and other relevant documents.
3 Plaintiff retained an expert to analyze the records produced by Defendants. Plaintiff's
4 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 5 2.5 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
6 any other pending matter or action asserting claims that will be extinguished or
7 affected by the Settlement

8 3. CERTIFICATION AND APPOINTMENT

- 9 3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate
10 and agree to certification of the claims asserted on behalf of Class Members. As such,
11 the Parties stipulate and agree that for this Settlement to occur, the Court must certify
12 the Class as defined in this Agreement.

- 13 3.2 Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to
14 the certification of the claims asserted on behalf of Plaintiff and Class Members for
15 purposes of this Settlement only. This Stipulation is contingent upon the Preliminary
16 and Final Approval and certification of the Settlement Class only for purposes of
17 settlement. If the Settlement does not become final, for whatever reason, the fact that
18 the Parties were willing to stipulate provisionally to certification as part of the
19 Settlement shall have no bearing on and shall not be admissible or used in any way in
20 connection with, the question of whether the Court should certify any claims in a
21 non-settlement context in this Class Action or in any other lawsuit. Defendants
22 expressly reserve the right to oppose class certification and/or to proactively move to
23 deny class certification should this Settlement be modified or reversed on appeal or
24 otherwise not become final.

- 25 3.3 Appointment of Class Representative. Solely for the purposes of this Settlement, the
26 Parties stipulate and agree Plaintiff shall be appointed as the representative for the
27 Class.

- 28 3.4 Appointment of Class Counsel. Solely for the purpose of this Settlement, the Parties
stipulate and agree that the Court appoint Class Counsel to represent the Class.

4. MONETARY TERMS

- 4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
Defendants promise to pay \$250,000.00 and no more as the Gross Settlement
Amount. Defendants shall separately pay any and all employer payroll taxes owed on
the Wage Portions of the Individual Class Payments. Defendants have no obligation
to pay the Gross Settlement Amount (or any payroll taxes) prior to the Effective
Date. The Administrator will disburse the entire Gross Settlement Amount without
asking or requiring Participating Class Members to submit any claim as a condition
of payment. None of the Gross Settlement Amount will revert to Defendants.

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

4.2.1 To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that do not exceed this amount. As part of the motion for final approval, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

4.2.2 To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, and Litigation Costs of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for final approval which will include a request for Class Counsel Attorneys' Fees and Costs no later than 16 court days prior to the Final Approval Hearing. If the Court approves Attorneys' Fees and/or Class Counsel Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion any Attorneys' Fees and/or Attorneys' Costs. The Settlement Administrator will pay the Class Counsel Attorneys' Fees and Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Attorneys' Fees and Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

4.2.3 To the Settlement Administrator: A Settlement Administration Costs not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment less than \$15,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

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

4.2.1.1 Tax Allocation of Individual Class Payments. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of

1 payroll withholding taxes. The Settlement Administrator will submit
2 Defendants' portion of payroll withholding tax calculation to Defendants for
3 additional funding and forward those amounts along with each person's
4 Individual Class Payment withholdings to the appropriate taxing authorities.
5 20% of each Participating Class Member's Individual Class Payment will be
6 allocated to settlement of wage claims (the "Wage Portion"). The Wage
7 Portions are subject to tax withholding and will be reported on an IRS W-2
8 Form. 40% of each Participating Class Member's Individual Class Payment
9 will be allocated as penalties, and the remaining 40% as interest (the "Non-
10 Wage Portion"). The Non-Wage Portions are not subject to wage
11 withholdings and will be reported on IRS 1099 Forms. Participating Class
12 Members assume full responsibility and liability for any taxes owed on their
13 Individual Class Payment.

14 4.2.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of
15 \$20,000.00 shall be paid from the Gross Settlement Amount, with 75% (\$15,000.00)
16 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the
17 Individual PAGA Payments.

18 4.2.1.1 The Administrator will calculate each Individual PAGA
19 Payment by (a) dividing the amount of the PAGA Members' 25% share of
20 PAGA Penalties (\$5,000.00) by the total number of Pay Periods worked by
21 all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
23 Employees assume full responsibility and liability for any taxes owed on
24 their Individual PAGA Payment. PAGA Members will receive their
25 respective Individual PAGA Payments regardless of whether they opt out of
26 the Settlement with respect to their class claims.

27 4.2.1.2 If the Court approves PAGA Penalties of less than the
28 amount requested, the Administrator will allocate the remainder to the Net
Settlement Amount. The Administrator will report the Individual PAGA
Payments on IRS 1099 Forms.

29 **5. SETTLEMENT FUNDING AND PAYMENTS.**

30 5.1 Class Workweeks. Based on a review of their records to date, Defendants estimate
31 there are approximately 5,780 Workweeks worked by the Class Members during the
32 Class Period up through July 25, 2023.

33 5.2 Class Data. Not later than fourteen (14) calendar days after the Court grants
34 Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the
35 Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect
36 Class Members' privacy rights, the Settlement Administrator must maintain the Class
37 Data in confidence, use the Class Data only for purposes of this Settlement and for no
38 other purpose, and restrict access to the Class Data to the Settlement Administrator
employees who need access to the Class Data to effect and perform under this
Agreement. Defendants have a continuing duty to immediately notify Class Counsel
if it discovers that the Class Data omitted class member identifying information and

to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Class Data shall not be disclosed by the Settlement Administrator to Class Counsel.

5.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date.

5.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and the Class Representative Service Payment.

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

5.4.2 The Settlement Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. ("Class Member Address Search" means the Settlement Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members.) Within seven (7) calendar days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASES OF CLAIMS.

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

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

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

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

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged in the Operative Complaints, and which could have been asserted based on the facts alleged in the Operative Complaints, and which were asserted leading up to and during mediation through the date of preliminary approval, including unpaid wages, overtime, missed meal and rest periods, premium pay, waiting time penalties, wage statement violations, failure to reimburse necessary business expenses, and related PAGA penalties. The release will be as to the released parties, which shall include Defendants, Employer's Outsourcing, Inc. and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers and directors) predecessors, successors, and

1 assigns (“Released Claims”). Participating Class Members other than Plaintiff do not
2 release any other claims, including claims for vested benefits, wrongful termination,
3 violation of the Fair Employment and Housing Act, unemployment insurance,
4 disability, social security, workers’ compensation, or claims based on facts occurring
5 outside the Class Period.

- 6 6.3 Release by PAGA Members: All PAGA Members are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for
9 PAGA penalties that were alleged, or reasonably could have been alleged, based on
10 the PAGA Period facts stated in the Operative Complaint and each Plaintiff’s PAGA
11 Notice (“Released PAGA Claims”). All PAGA Members shall release claims arising
12 under PAGA regardless of their decision to participate in the Settlement.

13 7. MOTION FOR PRELIMINARY APPROVAL.

14 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for
15 Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
16 Approvals.

- 17 7.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary to obtain
18 preliminary approval of the Settlement. Class Counsel is responsible for delivering
19 the Court’s Preliminary Approval to the Settlement Administrator.
- 20 7.2 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
21 Preliminary Approval on any material change to this Agreement, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting
23 in person or by telephone, and in good faith, to modify the Agreement and otherwise
24 satisfy the Court’s concerns.

25 8. SETTLEMENT ADMINISTRATION.

- 26 8.1 Selection of Settlement Administrator. The Parties have jointly selected ILYM
27 Group, Inc. to serve as the Settlement Administrator and verified that, as a condition
28 of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to
perform, as a fiduciary, all duties specified in this Agreement in exchange for
payment of Settlement Administration Costs. The Parties and their Counsel represent
that they have no interest or relationship, financial or otherwise, with the
Administrator other than a professional relationship arising out of prior experiences
administering settlements.
- 8.2 Employer Identification Number. The Settlement Administrator shall have and use its
own Employer Identification Number for purposes of calculating payroll tax
withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
Regulation section 468B-1.

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8.4 Notice to Class Members.

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

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

8.4.3 Not later than seven (7) calendar days after the Settlement Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the

Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, signature, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

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

1 8.7 Objections to Settlement.

2 8.7.1 Only Participating Class Members may object to the class action
3 components of the Settlement and/or this Agreement, including contesting the
4 fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys'
5 Fees, Class Counsel Litigation Costs and/or Class Representative Service Payments.

6 8.7.2 Participating Class Members may send written objections to the Settlement
7 Administrator, by fax, email, or mail. In the alternative, Participating Class Members
8 may appear in Court (or hire an attorney to appear in Court) to present verbal
9 objections at the Final Approval Hearing. A Participating Class Member who elects
10 to send a written objection to the Administrator must do so not later than sixty (60)
11 days after the Settlement Administrator's mailing of the Class Notice (plus an
12 additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

13 8.7.3 Non-Participating Class Members have no right to object to any of the
14 class action components of the Settlement.

15 8.8 Settlement Administrator's Duties.

16 8.8.1 Weekly Reports. The Settlement Administrator must, on a weekly basis,
17 provide written reports to Class Counsel and Defense Counsel that, among other
18 things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned
19 undelivered, Requests for Exclusion (whether valid or invalid) received, objections
20 received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
21 checks mailed for Individual Class Payments and Individual PAGA Payments
22 ("Weekly Report").

23 8.8.2 Final Declaration. Not later than fourteen (14) days before the date by
24 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
25 Settlement Administrator will provide to Class Counsel and Defense Counsel, a
26 signed declaration suitable for filing in Court attesting to its due diligence and
27 compliance with all of its obligations under this Agreement, including, but not
28 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the
re-mailing of Class Notices, attempts to locate Class Members, the total number of
Requests for Exclusion from Settlement it received (both valid or invalid), the
number of written objections and attach the Exclusion List. The Administrator will
supplement its declaration as needed or requested by the Parties and/or the Court.
Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.3 Final Report. Within ten (10) days after the Settlement Administrator
disburses all funds in the Gross Settlement Amount, the Settlement Administrator
will provide Class Counsel and Defense Counsel with a final report detailing its
disbursements by employee identification number only of all payments made under
this Agreement. At least fourteen (14) days before any deadline set by the Court, the
Settlement Administrator will prepare, and submit to Class Counsel and Defense
Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
of all payments required under this Agreement. Class Counsel is responsible for
filing the Settlement Administrator's declaration in Court.

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11 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

Based on its records, Defendants estimated that, as of the date of the mediation, there had been approximately 5,780 total Workweeks worked by the Class Members since the start of the Class Period. If the total number of Workweeks actually worked during the Class Period exceeds the estimated amount by more than 15%, meaning if the number of Workweeks actually worked is 6,648 or more, Defendants shall have the option of paying an escalated amount that shall increase by the percentage that the actual number of Workweeks actually worked exceeds 6,647, or moving the end of the Class Period (the ending date of the period covered by the release of claims provided for herein) up to the date on which 6,647 Workweeks were actually worked by the Class Members. For example, if the total number of Workweeks actually worked by the Class Members as of October 15, 2023 is 6,647, and preliminary approval of the settlement has not yet been obtained but the Defendants do not wish to increase the dollar value of the settlement, the Parties agree that the end of the Class Period and the ending date of the period covered by the release of claims set forth herein, will be October 15, 2023 and not the date on which preliminary approval is ultimately obtained.

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18 **10. DEFENDANTS' RIGHT TO WITHDRAW.**

If the number of valid Requests for Exclusion exceeds 5% of the total Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Settlement Administrator sends the final Weekly Report to Defense Counsel; late elections will have no effect.

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25 **11. MOTION FOR FINAL APPROVAL.**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval").

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28 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Plaintiff waives any right to object to the Settlement, and hereby endorses the Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel

Attorneys' Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, pursuant to Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not

grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Publicity. Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as Class Counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for Class Counsel Fees, Class Counsel Expenses, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they shall not publish any press releases or press statements regarding the Settlement, identify Defendants or Counsel for Defendants by name in any media including Class Counsel's website, or have any communications with the press or media about the Case or the Settlement. Plaintiff, in response to inquiries, will state that that "the Case was resolved." This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this settlement.
- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to

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

4 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence and
7 supplementing points and authorities as requested by the Court. In the event the
8 Parties are unable to agree upon the form or content of any document necessary to
9 implement the Settlement, or on any modification of the Agreement that may become
10 necessary to implement the Settlement, the Parties will seek the assistance of a
11 mediator and/or the Court for resolution.

12 12.8 No Prior Assignments. The Parties separately represent and warrant that they have
13 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity and portion of any liability, claim,
15 demand, action, cause of action, or right released and discharged by the Party in this
16 Settlement.

17 12.9 No Tax or Legal Advice. The Parties understand and agree that the Parties are neither
18 providing tax or legal advice, nor making representations regarding tax obligations or
19 consequences, if any, related to this Agreement, and that Class Members will assume
20 any such tax obligations or consequences that may arise from this Agreement, and
21 that Class Members shall not seek any indemnification from the Parties or any of the
22 Released Parties in this regard. The Parties agree that, in the event that any taxing
23 body determines that additional taxes are due from any Class Member, such Class
24 Member assumes all responsibility for the payment of such taxes. Neither Plaintiff,
25 Class Counsel, Defendants nor Defense Counsel are providing any advice regarding
26 taxes or taxability, nor shall anything in this Settlement be relied upon as such within
27 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
28 amended) or otherwise.

12.10 Invalidity of Any Provision; Severability. Before declaring any provision of this
Agreement invalid, the Parties request that the Court first attempt to construe the
provisions valid to the fullest extent possible consistent with applicable precedents,
so as to define all provisions of this Agreement valid and enforceable. In the event
any provision of this Agreement shall be found unenforceable, the unenforceable
provision shall be deemed deleted, and the validity and enforceability of the
remaining provisions shall not be affected thereby.

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

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

- 12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.18 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.19 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

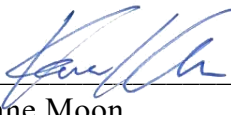
Date: 9/26/2023

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adriana michel Cervantes
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Plaintiff Adriana Michel Cervantes

Date: 09/26/2023

MOON LAW GROUP, PC



Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Date:

Defendant Wondertreats, Inc.
By: _____

Date:

FENNEMORE WENDEL

Mark D. Kruthers
Counsel for Defendant Wondertreats, Inc.

Date:

Defendant Trinity Personnel, Inc.
By: _____

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date:

Plaintiff Adriana Michel Cervantes

Date:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Date: 9/25/2023

Defendant Wondertreats, Inc.

By: Michael M. Henson

Date: Sept. 26, 2023

FENNEMORE WENDEL

Mark D. Kruthers
Mark D. Kruthers
Counsel for Defendant Wondertreats, Inc.

Date:

Defendant Trinity Personnel, Inc.
By: _____

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date:

Plaintiff Adriana Michel Cervantes

Date:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Date:

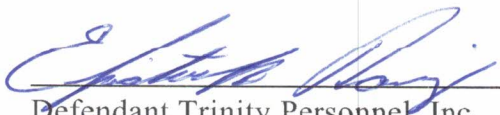
Defendant Wondertreats, Inc.
By: _____

Date:

FENNEMORE WENDEL

Mark D. Kruthers
Counsel for Defendant Wondertreats, Inc.

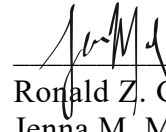
Date: 9-26-23



Defendant Trinity Personnel, Inc.
By: President

1 Date: 9/26/2023

KOREY RICHARDSON LLP

2
3 

Ronald Z. Gomez

4 Jenna M. Macek

5 Counsel for Defendant Trinity Personnel, Inc.

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Cervantes v. Wondertreats, Inc. & Trinity Personnel, Inc.
The Superior Court of California, County of Stanislaus, Case No. CV-22-001263

You may be entitled to receive a payment from a class action settlement if you were assigned and placed by Trinity Personnel, Inc. at Wondertreats, Inc. in California as an hourly-paid, non-exempt employee at any time during the period from March 22, 2021 through **[INSERT PRELIMINARY APPROVAL DATE].**

The Superior Court of California approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. PAGA Group Members (defined below) cannot opt-out of the PAGA portion of the proposed Settlement and will receive their Individual PAGA Payments even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Cervantes v. Wondertreats, Inc., et al.*, Stanislaus County Superior Court Case No. CV-22-001263 (the "Action"). Plaintiff Cervantes ("Plaintiff") has sued Wondertreats, Inc. & Trinity Personnel, Inc. ("Defendants"), claiming that they violated California law by purportedly failing to pay minimum wages, failing to pay overtime compensation, failing to provide meal periods, failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to timely pay final wages at termination, failing to provide accurate itemized wage statements, and violating the California Business and Professions Code and the Private Attorneys General Act ("PAGA").

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons who are or were placed at Defendant Wondertreats, Inc. by Defendant Trinity Personnel, Inc. as non-exempt, hourly employees in California from March 22, 2018 through [INSERT PRELIMINARY APPROVAL DATE].

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons who are or were placed at Defendant Wondertreats, Inc. by Defendant Trinity Personnel, Inc. as non-exempt, hourly employees in California from March 22, 2021 through [INSERT PRELIMINARY APPROVAL DATE].

Defendants’ employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Member”). The Court directed that this Notice be sent to all Class Members and PAGA Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Member who have not opted out of the Settlement and to all PAGA Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On March 22, 2022, Plaintiff commenced this Action by filing a complaint alleging the following causes of action against Defendant Wondertreats, Inc and Employer’s Outsourcing, Inc.: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On May 20, 2022, Plaintiff filed an Amendment to Complaint form adding Defendant Trinity Personnel, Inc. as a defendant. On July 12, 2022, Plaintiff filed a First Amended Complaint, alleging additional cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. Thereafter, Plaintiff entered into a tolling agreement with Employer’s Outsourcing, Inc. and dismissed it from the Action on August 3, 2022.

Defendants vigorously deny all the claims and contentions made in the Action and maintain they have fully complied with the law. However, Defendants have agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants. The Class Representatives and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

Defendants will pay Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all individual class settlement payments to Participating Class Members; (b) Class Representative Service Payment to Plaintiff; (c) Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency (“LWDA”) for civil penalties brought under PAGA; (e) all individual PAGA settlement payments to the PAGA Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendants will pay its portion of all payroll taxes resulting from the Settlement in addition to the Gross Settlement Amount.

The Court has preliminarily approved the following payments from the Gross Settlement Amount. Class Counsel will request that the Court award Class Counsel one-third (33 1/3%) of the Gross Settlement Amount (currently estimated to be \$83,333.33) in attorneys’ fees and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in out-of-pocket litigation costs, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for Settlement Administration Costs to the third-party Settlement Administrator, and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for the Class Representative Service Payment in recognition of her time and service to the Class in pursuing the Action and in fulfilling her obligations as the Class Representatives. Additionally, the Settlement provides for a payment of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the “PAGA Penalties”) to resolve PAGA Group Members’ claims under PAGA, of which Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to the PAGA Group Members and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA. This allocation of the PAGA Penalties is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Gross Settlement Amount will be returned to Defendants.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person was placed to work at Wondertreats, Inc. by Trinity Personne, Inc. as a non-exempt, hourly-paid employee during the Class Period, defined as the period of time from March 22, 2018 to [INSERT PRELIMINARY APPROVAL DATE]. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Class Payment, the Net Settlement Amount will be divided by the dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member’s workweeks.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Class Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes; and (b) 40% as penalties and 40% as interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement

Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendants will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of an Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Defendants as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from March 22, 2021, to [INSERT PRELIMINARY APPROVAL DATE]. Any pay period in which a PAGA Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Member's pay periods.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendants' records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendants during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below, and be postmarked on or before [REDACTED], 2023.

The Defendants and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay

periods should be credited to the Class Member and/or PAGA Member and report the outcome to the Class Member and/or PAGA Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Class Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the date the Judgment becomes final, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period.

The Released Parties are Defendants and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers and directors) predecessors, successors, and assigns.

The Released Claims are defined as all claims alleged in the Operative Complaints, and which could have been asserted based on the facts alleged in the Operative Complaints, and which were asserted leading up to and during mediation through the date of preliminary approval, including unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wage statement violations, failure to reimburse necessary business expenses, and related PAGA penalties. The release will be as to the released parties, which shall include Defendants, Employer's Outsourcing, Inc., and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers and directors) predecessors, successors, and assigns ("Released Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the date the Judgment becomes final, all PAGA Members shall release the Released Parties from the Released PAGA Claims for the PAGA Period.

The PAGA Released Claims are defined as all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and each Plaintiff's PAGA Notice ("Released PAGA Claims"). All PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the Settlement.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion should include: (1) your full name, address, and last four digits of the Social Security number; (2) a clear statement that you wish to opt out of or be excluded from the Settlement in *Cervantes v. Wondertreats, Inc., et al.*, Stanislaus County Superior Court Case No. CV-22-001263; (3) a clear statement that you understand that by opting out, you will not receive any monies from the settlement; and (4) your signature. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

If applicable, you may not exclude yourself from the PAGA Group and will be bound by the Released PAGA Claims.

b. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2023, at [REDACTED] a.m. in the Stanislaus County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections should include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (e.g., *Cervantes v. Wondertreats, Inc., et al.*, Stanislaus County Superior Court Case No. CV-22-001263); (iv) a written statement of all grounds for the objection accompanied by any legal support for such objection; (v) copies of any papers, briefs, or other documents on which the objection is based, if any; (vi) your signature; and (vii) a statement of whether you intend to appear at the Final Approval Hearing, either in person or by counsel. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked

on or before [REDACTED], 2023.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class and the PAGA Group?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members and PAGA Members:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel’s attorneys’ fees and costs will be made from the Gross Settlement Amount. Class Counsel intends to request an award of attorneys’ fees up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated to be \$83,333.33), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff, the Class, and PAGA Group on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on [REDACTED], 2023, at [REDACTED] a.m., in Department 23 of the Stanislaus County Superior Court located at 801 10th Street, Modesto, CA 95354, before the Honorable John D. Freeland. At the Final Approval Hearing, the Court will rule on Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representative Service Payments, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants' treatment of you as a former or current employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

ILYM Group, Inc.

Telephone: _____

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at _____ and/or Class Counsel.

PLEASE DO NOT TELEPHONE THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS'
MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.