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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

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

JUSTINA BALDERRAMA, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No. **30-2022-01256174-CU-OE-CXC**

**SUPPLEMENTAL DECLARATION OF
JONATHAN MELMED IN SUPPORT OF
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 24, 2025

Time: 2:00 P.M.

Dept: CX104

Judge: Hon. Melissa R. McCormick

Complaint Filed: April 22, 2022

First Amended Complaint Filed: July 19, 2022

Trial Date: None Set

1 I, Jonathan Melmed, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am counsel for
3 Plaintiff Justina Balderrama (“Plaintiff”), individually, and on behalf of all others similarly situated,
4 and on behalf of the Aggrieved Employees. As such, I am familiar with the file in this matter and if
5 called as a witness I could and would competently testify to the following facts of my own personal
6 knowledge.

7 2. It is my understanding that on March 20, 2025 the Court issued its Tentative Ruling
8 specifying various topics to be addressed in a supplemental briefing. A true and correct copy of
9 that Tentative Ruling is attached hereto as **Exhibit 1**.

10 **Item 1: Payments to Plaintiff.**

11 3. As outlined in the Settlement Agreement, Plaintiff seeks an Incentive Award in the
12 amount of \$7,500.00. In addition to the Incentive Award, Plaintiff will receive her portion of the
13 Net Settlement Amount based on the number of weeks she worked for Defendant during the Class
14 Period. This amount will not be known until the class data has been reviewed by the Settlement
15 Administrator. However, as the estimated net per work week value of this settlement is \$8.80, and
16 Plaintiff is estimated to have worked 124 weeks during the Class Period, she will likely receive an
17 additional \$1,091.20 as her portion of the Net Settlement Amount.

18 **Item 2: Response Deadline.**

19 4. The Parties have amended the Settlement Agreement to change the Response
20 Deadlines from 45 days to 60 days. A true and correct copy of the Redlined Amended Settlement
21 Agreement is attached hereto as **Exhibit 2**. The Parties are awaiting final execution of the clean
22 version of the Amended Settlement Agreement and will supplement this filing prior to the hearing
23 date.

24 **Item 3: Plaintiff’s Incentive Award.**

25 5. Plaintiff’s requested service award should be approved, in full, due to the tremendous
26 reputational risk Plaintiff faced, the quality of her assistance to counsel, and the excellent results
27 achieved.

1 6. Service awards “are intended to compensate class representatives for work done on
2 behalf of the class, to make up for financial or reputational risk undertaken in bringing the action,
3 and, sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez v. W.*
4 *Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009). Here, the Report found that \$5,000 is a
5 “presumptively reasonable” service award. Report, ECF No. 29, at 14. Indeed, this has been the
6 presumptive default in cases dating back to at least 2009, with no corresponding adjustment for
7 inflation or the increased risks associated with internet exposure in high-value cases. *Jacobs v.*
8 *California State Auto. Ass’n Inter-Ins. Bureau*, No. C 07-00362 MHP, 2009 WL 3562871, at *5
9 (N.D. Cal. Oct. 27, 2009); *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133,
10 at *10 (N.D. Cal. Apr. 3, 2009); *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 669 (E.D. Cal. 2008)
11 (“Courts have generally found that \$5,000 incentive payments are reasonable.”).

12 7. It is well-established that pursuing a class action brings with it certain reputational
13 harms to the named plaintiff. *Rodriguez*, 563 F.3d at 958–59. With the rise of the internet and
14 increasingly online publication of case materials, the exposure of named plaintiffs has similarly
15 increased. Here, for example, Plaintiff sought, and obtained, a recovery on behalf of the class
16 members against Defendant at great risk to herself. Even a simple Google search of Plaintiff’s name
17 reveals that her reputation is inextricably bound to her participation in this case—almost every result
18 on the first page of Google’s search results of Plaintiff’s name concerns this case. Plaintiff’s
19 commitment to the class in this case will necessarily have a lingering effect on her employment
20 prospects, as future employers will likely conduct at least a cursory search of her name before
21 employing her and will inevitably be hesitant about employing a former class representative who
22 assisted in achieving the significant results in this case.

23 8. Moreover, as previously described in this case, Plaintiff actively and aggressively
24 represented the class members throughout this litigation. Plaintiff was an essential element in the
25 successful prosecution and ultimate settlement of this case and was always available to provide her
26 input on the litigation, gather evidence and provide other information that proved critical to the case.

1 Plaintiff assisted her counsel in achieving an excellent result. Her requested service award of
2 \$7,500.00 represents a mere 2.3% of the gross settlement amount.

3 9. Plaintiff's requested service award also falls well-within the range of service awards
4 approved in other cases in California. *See e.g. Carrillo v. SGS North America, Inc.* LASC No.
5 BC560240, Order Granting Final Approval, Dec. 20, 2016 (Hon. Ann I. Jones awarding **\$15,000**
6 enhancement award in \$400,000 claims-made settlement for 52 employees); *Valladares v. The*
7 *Sygma Network, Inc.*, LASC No. BC406053, Order Granting Final Approval, Apr 6, 2010 (Hon.
8 William F. Highberger awarding **\$10,000** enhancement award in maximum \$1.195 million claims-
9 made settlement for 326 employees); *Chieffer v. WHGM, Inc.*, LASC No. LC104900, Order
10 Granting Final Approval (Hon. Rupert A. Byrdsong awarding **\$10,000** enhancement award in
11 \$1.150 million maximum settlement). Other state and district courts in California also regularly
12 award enhancement awards higher than those requested here. *See e.g. Bond v. Ferguson Enterprises,*
13 *Inc.*, No. 1:09-cv-1662 OWW MJS, 2011 WL 2988879 (E.D. Cal. June 30, 2011) (approving
14 **\$11,250** service award to each of the two class representatives in a wage-hour class action; *Ross v.*
15 *US Bank National Association*, No. C 07-02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29,
16 2010) (approving **\$20,000** enhancement award to Class Representative in California wage-and-hour
17 class action settlement); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 493 (E.D. Cal.
18 2010) (approving service awards in the amount of **\$10,000** each from a \$300,000 settlement fund
19 in a wage/hour class action); *West v. Circle K Stores, Inc.*, NO. CIV. S-04-0438 WBS GGH, 2006
20 U.S. Dist. LEXIS 76558, at *28 (E.D. Cal. Oct. 19, 2006) ("the court finds Plaintiff's enhancement
21 payments of **\$15,000** each to be reasonable."); *Glass v. UBS Fin. Servs.*, No. C-06-4068 MMC,
22 2007 U.S. Dist. LEXIS 8476, at *52 (N.D. Cal. Jan. 26, 2007) (finding "requested payment of
23 **\$25,000** to each of the named Plaintiff is appropriate" in wage and hour settlement); *Louie v. Kaiser*
24 *Found. Health Plan, Inc.*, Case No. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18
25 (S.D. Cal. Oct. 6, 2008) (approving "**\$25,000** incentive award for each Class Representative" in
26 wage an hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365 CW (EMC),
27 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) ("Numerous courts in the Ninth Circuit
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1 and elsewhere have approved incentive awards of **\$20,000** or more where, as here, the class
2 representative has demonstrated a strong commitment to the class”).

3 10. Plaintiff has also submitted a more detailed declaration, stating that she expended no
4 less than 20-25 hours of her time in the prosecution of this case. A true and correct copy of Plaintiff’s
5 Supplemental Declaration in Support of Preliminary Approval is attached hereto as **Exhibit 3**.

6 11. Accordingly, Plaintiff’s requested service award of \$7,500.00 is reasonable and
7 Plaintiff respectfully requests that it be approved in full.

8 **Item 4: Plaintiff’s Counsel’s 1/3 Attorney Fee Request.**

9 12. Class Counsel’s fee award request is patently reasonable and is further justified by
10 Class Counsel’s thorough and zealous pursuit of this case, which has resulted in a favorable
11 settlement for the Class, as well as by their lodestar, and the risks associated with this case and the
12 results obtained. During this litigation, Class Counsel litigated this case without receiving any
13 payment for their services or reimbursement of their costs incurred for the benefit of the Class. The
14 fee requested by Class Counsel would compensate counsel for their efforts in the creation of the
15 Settlement for the benefit of the Class, and for their risk in undertaking this representation on a
16 contingency basis. The fee requested is also within the range of fees awarded to counsel under
17 similar circumstances in litigation of this type. **Plaintiff’s Counsel will provide all information
18 for the Court to conduct a lodestar crosscheck at the time of filing of the Final Approval
19 Motion, which will further support the 1/3 fee request.**

20 13. Additionally, as the California Supreme Court has made clear, one-third of the
21 common fund is a reasonable percentage for a trial court to award as attorneys’ fees in a class action
22 where a common fund was generated. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th
23 480, 506 [“We therefore agree with the Court of Appeal below that ‘the percentage of fund method
24 survives in California class action cases, and the trial court did not abuse its discretion in using it,
25 in part, to approve the fee request [of one-third of the common fund] in this class action”].)

26 14. In *Laffitte*, the California Supreme Court unequivocally held “that when class action
27 litigation established a monetary fund for the benefit of the class members, and the trial court in its
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1 equitable powers awards class counsel a fee out of that fund, the court may determine the amount
2 of a reasonable fee by choosing an appropriate percentage of the fund created” without considering
3 the amount of hours expended on the case. (*Id.* at p. 503.) The court further held that “[t]he
4 recognized advantages of the percentage method—including relative ease of calculation, alignment
5 of incentives between counsel and the class, a better approximation of market conditions in a
6 contingency case, and the encouragement it provides counsel to seek an early settlement and avoid
7 unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable
8 tool that should not be denied our trial courts.” (*Ibid.*) Here, Class Counsel’s diligent litigation of
9 this action resulted in the creation of an ascertainable common fund that will substantially benefit
10 the Class. Class Counsel’s request for an award of one-third of the Gross Settlement Amount is well
11 within the range awarded to counsel under similar circumstances in litigation of this type.

12 15. Indeed, Class Counsel believes it was due to their substantial experience and
13 reputation in this area, and particular expertise in cases with challenging class action matters in a
14 variety of industries, that led Defendant to participate in early mediation and reach a settlement at
15 an early juncture in the litigation. Due to Class Counsel’s extensive efforts and experience, Class
16 Members will be receiving substantial relief in this case, despite a distinct possibility that they might
17 have received nothing, given the various legal and factual risks to meaningful recovery.

18 **Item 5: Settlement Administrator Costs.**

19 16. The Parties amended the Settlement Agreement to reflect the estimated Settlement
20 Administrator costs. See **Exhibit 2**. The Parties further revised the Class Notice to reflect the same.
21 A true and correct copy of the Class Notice is attached hereto as **Exhibit 4**. A true and correct copy
22 of the Redlined Class Notice is attached hereto as **Exhibit 5**.

23 **Item 6: Related Cases.**

24 17. Plaintiff is unaware of any class, representative or other collective action in any other
25 court in this or any other jurisdiction that asserts claims similar to those asserted in this action on
26 behalf of a class or group of individuals some or all of whom would also be members of the class
27 defined in this action. I made reasonable inquiries of other members of my firm to determine
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whether those individuals are aware of any such similar actions. Defendant's counsel has advised it will be filing a similar declaration with this Court prior to the hearing date.

Item 7: Average Net Individual Settlement Payment.

18. The average individual class payment is estimated to be \$554.59.

Item 8: Individual PAGA Payments.

19. Plaintiff estimates the average/maximum individual PAGA payment will be approximately \$26.04, and the minimum individual PAGA payment will be \$1.19.

Item 9: Released Class Claims.

20. The Parties amended the definition of the Released Claims to be narrowly tailored to "those claims that were or reasonably could have been asserted based on the facts alleged in the operative complaint." See **Exhibit 2**. The Parties further revised the Class Notice to reflect the same. See **Exhibits 4 & 5**.

Item 10: Released PAGA Claims.

21. The Parties amended the definition of the PAGA Released Claims to be restricted to "all claims that are pled in the Action for civil penalties under PAGA." See **Exhibit 2**. The Parties further revised the Class Notice to reflect the same. See **Exhibits 4 & 5**.

Item 11: Paragraph 5.3

22. The Parties amended Paragraph 5.3 of the Settlement Agreement to remove the language "and shall hold Defendant harmless from any and all liability with regard thereto." See **Exhibit 2**.

Item 12: Paragraphs 11.1 & 11.2

23. The Parties amended Paragraphs 11.1 & 11.2 of the Settlement Agreement to specify that the releases will not become effective until the date the settlement has been fully funded. See **Exhibit 2**.

Item 13: Paragraphs 7.2 & 8.9

24. The Parties amended Paragraphs 7.2 & 8.9 of the Settlement Agreement to include the following language: "The Parties shall file with the Court all disputes submitted by Class

Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding workweek disputes, the Court may review any decision made by the Settlement Administrator regarding such dispute.” **Exhibit 2**. The Parties further revised the Class Notice to reflect the same. See **Exhibits 4 & 5**.

Item 14: Paragraph 7.4

25. The Parties amended Paragraph 7.4 of the Settlement Agreement to include the language “irrespective of whether they have filed a written objection” See **Exhibit 2**. The Parties further revised the Class Notice to reflect the same. See **Exhibits 4 & 5**.

Item 15: Paragraph 13.18

26. The Parties amended Paragraph 13.18 to state: “This provision does not apply to unnamed Class Members or Aggrieved Employees.” See **Exhibit 2**.

Item 16: Attorney Costs

27. To date, Plaintiff’s Counsel’s actual costs are \$11,633.36. Attached hereto as **Exhibit 6** is a true and correct copy of Plaintiff’s Counsel’s litigation expenses incurred to date. Plaintiff will provide a final expense report to this Court of all actual costs incurred at the time of final approval.

Item 17: Class Notice

28. The Parties shortened the Class Notice by removing any commentary on the settlement. See **Exhibits 4 & 5**.

29. The Parties amended the Class Notice to state a specific end date to the Class Period. See **Exhibits 4 & 5**.

30. The Parties have prepared an Exclusion Form, attached hereto as **Exhibit 7**, and an Objection Form, attached hereto as **Exhibit 8**, and amended the Class Notice to reference each. See **Exhibits 4 & 5**.

31. The Class Notice will be translated into Spanish. No other language translation is necessary for this Class. The Parties will provide a copy of the certified Spanish translation of the Class Notice prior to the hearing date.

32. The Parties revised the Class Notice to remove the requirement that objections to the Settlement must be filed with the Court. See **Exhibits 4 & 5**.

33. The Parties revised the Share Form consistent with the Court's order. A true and correct copy of the redlined version of the Share Form is attached hereto as **Exhibit 9**. A true and correct copy of the clean version of the Share Form is attached hereto as **Exhibit 10**.

Item 18: Proposed Order

34. The Parties removed the attorney contact information from the caption page of the proposed order. A true and correct copy of the Revised Proposed Order is attached hereto as **Exhibit 11**. A true and correct copy of the Redlined Revised Proposed Order is attached hereto as **Exhibit 12**.

35. The Parties revised the Proposed Order to include a proposed Final Approval Hearing date. See **Exhibits 11 & 12**.

Item 19: LWDA Filings:

36. Plaintiff served the LWDA the Court's ruling, as well as this supplemental declaration and exhibits. A true and correct copy of the proof of service is attached hereto as **Exhibit 13**.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this on 11th day of July 2025, at Los Angeles, California.

By:


Jonathan Melmed, Esq.

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Balderrama vs. Omni Enterprise Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2022-01256174-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), dated , was transmitted electronically by an Orange County Superior Court email server on March 21, 2025, at 8:01:19 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

ADLI LAW GROUP P.C.
ADLI@ADLILAW.COM

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MELMED LAW GROUP, P.C.
KRIKOR@MELMEDLAW.COM

Clerk of the Court, by: , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 03/20/2025 TIME: 02:00:00 PM DEPT: CX104
JUDICIAL OFFICER PRESIDING: Melissa R. McCormick
CLERK: L. Mendez
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2022-01256174-CU-OE-CXC** CASE INIT.DATE: 04/22/2022
CASE TITLE: **Balderrama vs. Omni Enterprise Inc.**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74419865

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: JUSTINA BALDERRAMA

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Order Granting Preliminary Approval of Class Action Settlement, 11/06/2024

APPEARANCES

AnneLeith Matlock, from ADLI LAW GROUP P.C., present for Defendant(s) remotely.

Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court confirms the tentative ruling which is attached hereto and incorporated herein by reference.

Court orders clerk to give notice to plaintiff. Plaintiff to give notice as stated in the order.

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	Balderrama v. Omni Enterprise Inc. 2022-01256174	<u>Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers filed in support of plaintiff's motion for preliminary approval of a \$325,000 class action and PAGA settlement. The court has the following questions and comments: 1. Plaintiff should not file overlong briefs without leave of court obtained in advance of filing. <u>As to the settlement:</u> 2. Plaintiff should provide the named plaintiff's anticipated total amount to be received (including for any individual claims and excluding any enhancement payment). 3. The settlement agreement states class members and aggrieved employees have 45 days to opt out, object or dispute the workweek and pay period calculations. The court prefers 60 days. Do unique circumstances warrant a shorter period in this case? 4. Absent unique circumstances, the court is unlikely to approve an enhancement payment in excess of \$5,000. If unique circumstances warrant the higher amount plaintiff seeks, plaintiff should submit a declaration and/or other information explaining those circumstances with the supplemental filings. 5. Absent unique circumstances, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount. Plaintiff's counsel should address in the supplemental filing whether any such unique circumstances exist here. 6. Plaintiff states the settlement administrator seeks up to \$15,000 in costs. The settlement administrator's invoice (Melmed Decl. (ROA 136) Ex. D) states the settlement administrators' fees will not exceed \$6,950. The settlement agreement, notice and proposed order should be modified accordingly. 7. The parties (including defendant) should advise, in declarations filed with the court, whether, after making reasonable inquiry, they are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case. 8. What is the average individual class payment? Plaintiff's counsel states it is \$554.59 (Melmed Decl. (ROA 136) ¶ 47) and \$526.19 (Melmed Decl. (ROA 136) ¶ 54).
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9. The parties should provide the high, low and average PAGA payments.
10. The "Released Claims" provision is overbroad. Settlement Agreement ¶ 1.37. The release of the class members' claim must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint.
11. The "PAGA Released Claims" provision is overbroad. Settlement Agreement ¶ 1.32. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter to the LWDA.
12. Paragraph 5.3 of the settlement agreement states: "Each Class Participant, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount and shall hold Defendant harmless from any and all liability with regard thereto." The court will not require unnamed class members to agree to "hold Defendant harmless from any and all" potential tax liability.
13. The settlement agreement should be revised to make clear that the class members' and aggrieved employees' releases are not effective until defendant has fully funded the settlement. See Settlement Agreement ¶¶ 11.1, 11.2.
14. Paragraphs 7.2 and 8.9 of the settlement agreement should be revised to state: (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute.
15. The phrase "irrespective of whether they have filed a written objection" should be added to the end of the last sentence of paragraph 7.4 of the settlement agreement.
16. Paragraph 13.18 of the settlement agreement should be revised to state that the prevailing party attorneys' fees provision does not apply to unnamed class member or aggrieved employees.
17. Plaintiff's counsel should submit evidence substantiating the amount of not-to-exceed litigation costs (e.g., itemized litigation costs incurred to date).

As to the notice:

18. The notice should be revised consistent with the above.
19. The notice should be substantially shortened. The notice should not include any commentary on the settlement.
20. The notice should be revised throughout to state a specific end date for the Class Period.
21. The court prefers that the notice be accompanied by a separate form to be completed by a class member seeking to be excluded, and a separate form to be completed by a class member wishing to object. In addition, while plaintiff submitted a separate exclusion form (Melmed Decl. Ex. F), section 6.2 of the notice does not refer to the form.
22. The settlement administrator's invoice includes a charge for a Spanish-language translation. Melmed Decl. Ex. D. Should the notice be translated into Spanish or any other languages? If so, a copy of the certified translation(s) should be submitted to the court and attached as an exhibit to the proposed order.
23. Section 4 regarding the settlement administrator's resolution of disputes should be revised consistent with the above.
24. Section 6.3 of the notice states that objecting parties must file their objections with the court. This provision should be removed. Any objections should be submitted to the court as a packet with the motion for final approval.
25. The "class action share" form and the exclusion form should be revised consistent with the above.
26. The methods of submitting the exclusion form should be consistent with the methods set forth in the settlement agreement. In addition, the exclusion form should be reformatted to fit on one page.
27. Section 10 of the notice should state that the settlement administrator will post all key documents on its website, including the operative complaint, the PAGA notice letter(s) to the LWDA, the settlement agreement and any amendments, the class notice and any included forms, the orders granting preliminary and final approval, and the judgment. The judgment should be posted for at least 180 days.

As to the proposed order (ROA 130):

28. The proposed order should be revised consistent with the above.
29. The title of the notice and text throughout should include "and PAGA" after "class action."

30. Counsel's information should be removed from the caption page.

31. The gross settlement amount on page 2 line 11 of the proposed order is inconsistent with the gross settlement amount in the settlement agreement.

32. The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.

The hearing on plaintiff's motion for preliminary approval of a class action and PAGA settlement is continued to July 24, 2025 at 2:00 p.m. in Department CX104 to permit the parties to address and respond to the above issues. See also Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redlined copies of any revised documents.

Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

EXHIBIT 2

MELMED LAW GROUP P.C.
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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

Additional Counsel Listed on Next Page

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

JUSTINA BALDERRAMA, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No.: 30-2022-01256174-CU-OE-CXC

**Amended Settlement Agreement and Release
of Class Action**

1 Dariush G. Adli, Esq., SBN 204959
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11 Attorneys for Defendant Omni Enterprises, Inc.
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AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Amended Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and entered into by: (1) Plaintiff Justina Balderrama (“Plaintiff”), individually and in her representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Omni Enterprises, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

“Action” shall mean the following civil action: *Justina Balderrama v. Omni Enterprises, Inc.*, case number 30-2022-01256174-CU-OE-CXC, currently pending before the Superior Court of the State of California for the County of Orange.

1.2. ADMINISTRATIVE EXPENSE PAYMENT

“Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated to ~~be \$6,950.00.~~

1.3. APPLICABLE WAGE ORDER

“Applicable Wage Order” shall mean the California Industrial Welfare Commission (“IWC”) Wage Order applicable to the facts of this case, including IWC Wage Order 5-2001 and others that may be applicable. (Cal. Code of Regs., tit. 8, § 11050.)

Deleted: not

Deleted: exceed \$15,000.00

1 **1.4. CLAIMS**

2 “Claims” shall mean the claims asserted in the Action.

3 **1.5. CLASS ATTORNEY FEES AND EXPENSES**

4 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
5 attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class
6 Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e.,
7 \$108,333.33), as approved by the Court, and the award of costs and expenses shall be up to an
8 additional \$20,000.00. If the Escalator Provision described below is triggered so as to increase the
9 Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees and
10 Expenses will increase proportionally such that the total amount of attorneys’ fees remains one-third
11 of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision is
12 implemented.

13 **1.6. CLASS COUNSEL**

14 “Class Counsel” shall mean Jonathan Melmed, Laura Supanich, and Michiko Vartanian of
15 Melmed Law Group P.C.

16 **1.7. CLASS MEMBER**

17 “Class Member” shall mean any person who is a prospective member of the Settlement Class,
18 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-
19 in-interest.

20 **1.8. CLASS NOTICE**

21 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the
22 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
23 Class Members along with the Share Form.

24 **1.9. CLASS PARTICIPANTS**

25 “Class Participants” shall mean all Class Members who do not timely request exclusion from
26 the Class Settlement.
27
28

1 **1.10. CLASS PERIOD**

2 “Class Period” shall mean the period from April 22, 2018, through the earliest of 90 days after
3 the date of mediation or the date of preliminary approval of the settlement.

4 **1.11. CLASS REPRESENTATIVE**

5 “Class Representative” shall mean Plaintiff Justina Balderrama.

6 **1.12. CLASS SETTLEMENT**

7 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is
8 subject to Court approval.

9 **1.13. COMPLAINT**

10 “Complaint” shall mean the currently-operative complaint in the Action.

11 **1.14. COURT**

12 “Court” shall mean the Superior Court of the State of California for the County of Orange.

13 **1.15. DEFENDANT**

14 “Defendant” shall mean Defendant Omni Enterprises, Inc.

15 **1.16. DEFENSE COUNSEL**

16 “Defense Counsel” shall mean the attorneys representing Defendant.

17 **1.17. EFFECTIVE DATE**

18 “Effective Date” shall be the date when all of the following events have occurred: **(a)** this
19 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
20 **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has been given to the
21 Settlement Class providing them with an opportunity to request exclusion from the Class Settlement;
22 **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
23 certifying the Settlement Class and approving this Settlement Agreement; and **(e)** the later of the
24 following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate
25 proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate
26 proceeding having been filed; **(ii)** the dismissal of any appeal, writ, or other appellate proceeding
27 opposing the Class Settlement with no right to pursue further remedies or relief; or **(iii)** any appeal,
28 writ, or the issuance of such other final appellate order upholding the Court’s final order with no right

1 to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class
2 Settlement shall not become effective until the Court's order approving the Class Settlement is
3 completely final and there is no further recourse by an appellant or objector who seeks to contest the
4 Class Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) are
5 completed (i.e., the date that the court has entered a final order and judgment certifying the Settlement
6 Class and approving this Settlement Agreement).

7 **1.18. EMPLOYEE'S TAXES AND REQUIRED WITHHOLDING**

8 "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all
9 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal
10 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State
11 Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement
12 Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld
13 from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

14 **1.19. EMPLOYER'S TAXES**

15 "Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g.,
16 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is
17 owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages.
18 The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross
19 Settlement Amount or Net Settlement Amount.

20 **1.20. FINAL APPROVAL AND FAIRNESS HEARING**

21 "Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the
22 fairness, reasonableness, and adequacy of the Class Settlement.

23 **1.21. FINAL JUDGMENT**

24 "Final Judgment" shall mean the judgment entered by the Court upon granting final approval
25 of this Settlement Agreement.

26 **1.22. GROSS SETTLEMENT AMOUNT**

27 "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling
28 \$325,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,

1 inclusive of the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class
2 Attorney Fees and Expenses, the Incentive Award (i.e. the Class Representative Service Payment), and
3 PAGA Payment. Defendant shall separately pay its share of the Employer's Taxes in addition to the
4 Gross Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

5 **1.23. HEARING ON PRELIMINARY APPROVAL**

6 "Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary
7 approval of the Class Settlement.

8 **1.24. INCENTIVE AWARD**

9 "Incentive Award" shall mean any additional monetary payment provided to the Class
10 Representative for her efforts and risks on behalf of the Settlement Class in this Action.

11 **1.25. INDIVIDUAL SETTLEMENT AMOUNT**

12 "Individual Settlement Amount" shall mean the amount which is ultimately distributed to each
13 Class Participant, less any Employee's Taxes and Required Withholdings. The Individual Settlement
14 Amount does not include any portion of the PAGA Payment.

15 **1.26. LWDA**

16 "LWDA" shall mean the California Labor and Workforce Development agency, the agency
17 entitled under Labor Code sections 2699.

18 **1.27. NET SETTLEMENT AMOUNT**

19 "Net Settlement Amount" shall mean the Gross Settlement Amount minus: Administrative
20 Expenses; Class Attorney Fees and Expenses; 75% of the share of the Gross Settlement Amount
21 allocated toward penalties pursuant to the Labor Code Private Attorney General Act of 2004
22 ("PAGA"), codified at Labor Code sections 2698 through 2699.6, which are payable to the California
23 LWDA; and Plaintiff's Incentive Award.

24 **1.28. OPT OUT**

25 "Opt Out" shall refer to the process of submitting a timely and valid request for exclusion from
26 the Class Settlement in accordance with the terms of the Class Notice and no later than the Response
27 Deadline.

1 **1.29. OPT-OUTS**

2 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class
3 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

4 **1.30. PAGA PAYMENT**

5 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a
6 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
7 \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
8 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and
9 twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class. Class Counsel shall give
10 timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699,
11 subdivision (l)(2).

12 **1.31. PAGA PERIOD**

13 “PAGA Period” shall mean the period from April 22, 2021, through the earliest of 90 days after
14 the date of mediation or the date of preliminary approval of the settlement.

15 **1.32. PAGA RELEASED CLAIMS**

16 “PAGA Released Claims” shall mean any and all claims that are pled in the Action ~~for civil~~
17 ~~penalties~~ under PAGA, including: failure to pay minimum wages for all hours worked, failure to pay
18 overtime wages, failure to provide paid rest breaks and pay missed rest break premiums, failure to
19 provide meal periods and pay missed meal period premiums, failure to pay wages timely during
20 employment, failure to pay timely wages at separation, failure to provide accurate and itemized wage
21 statements, failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections
22 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
23 1198, 1198.5, 1199.

24 **1.33. PAGA SETTLEMENT CLASS**

25 “PAGA Settlement Class” shall mean all individuals who are or were employed by Defendants
26 as non-exempt employees in California during the PAGA Period.

27 **1.34. PARTIES**

28 “Parties” shall mean Plaintiff and Defendant.

Deleted: or which could have been pursued in the Action under PAGA, based on the factual allegations in the Action alleged in the Complaint,

Deleted: but not limited to

1 **1.35. PLAINTIFF**

2 “Plaintiff” shall mean Plaintiff Justina Balderrama.

3 **1.36. PRELIMINARY APPROVAL DATE**

4 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
5 preliminarily approving this Settlement Agreement.

6 **1.37. RELEASED CLAIMS**

7 “Released Claims” shall mean those claims ~~that were or reasonably could have been asserted~~
8 based on the facts alleged in the operative complaint and/or PAGA notice to the California Labor and
9 Workforce Development Agency that arose during the Class Period and/or PAGA Period, including
10 claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections
11 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in
12 violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s);
13 (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor
14 Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal
15 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and
16 the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation
17 of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor
18 Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor
19 Code sections 201, 202, and 203; (8) failure to provide complete and accurate wage statements in
20 violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful
21 business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. &
22 Prof. Code, §§ 17200–17210); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab.
23 Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, fees, costs based
24 on the foregoing.

25 No other claims are released other than those claims specifically plead in the Complaint or
26 otherwise specifically identified herein. This Settlement Agreement will not release any person, party,
27 or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability
28 benefits of any nature. Nor does it release any claims, actions, or causes of action which may be

Deleted: arising out of or related to the allegations

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1 possessed by Class Members under state or federal discrimination statutes, including, without
2 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh
3 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of
4 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the
5 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their
6 implementing regulations and interpretive guidelines.

7 **1.38. RELEASED PARTIES**

8 “Released Parties” shall mean Defendant and all of Defendant and all of Defendant’s
9 subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

10 **1.39. RELEASING PARTIES**

11 “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their
12 behalf or purporting to assert a claim under or through them, including, but not limited to, their
13 dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,
14 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,
15 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

16 **1.40. RESPONSE DEADLINE**

17 “Response Deadline” shall mean the date ~~sixty (60)~~ days following the date on which the
18 Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class
19 Members may submit a request for exclusion and/or objection to Class Settlement.

20 **1.41. SETTLEMENT ADMINISTRATOR**

21 “Settlement Administrator” shall mean ILYM Group, Inc. (or other administrator agreed on by
22 the parties) which the Parties have agreed will be responsible for administration of the Class Settlement
23 and related matters.

24 **1.42. SETTLEMENT CLASS**

25 “Settlement Class” shall mean all individuals who are or were employed by Defendants as non-
26 exempt employees in California during the Class Period. Defendant represents that the Settlement Class
27 consists of approximately 287 Class Members that worked a total of approximately 18,092 workweeks
28 during the Class Period.

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1 **1.43. SHARE FORM**

2 “Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of
3 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class
4 Members along with the Class Notice.

5 **2. FACTUAL AND PROCEDURAL BACKGROUND**

6 **2.1. PLAINTIFF’S CLAIMS**

7 Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and
8 as a private attorney general on behalf of the State of California, has alleged the following violations:
9 **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and
10 1194.2, and the Applicable Wage Order; **(2)** failure to pay proper overtime wages in violation of Labor
11 Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide compliant
12 rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the
13 Applicable Wage Order; **(4)** failure to provide compliant meal periods and pay missed meal period
14 premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order;
15 **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174;
16 **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210;
17 **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202,
18 and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code
19 sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on
20 the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–
21 17210); and **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–
22 2699.6).

23 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

24 Class Counsel has conducted significant informal discovery during the prosecution of the
25 Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a
26 dozen telephonic conferences with Plaintiff; **(b)** inspection and analysis of hundreds of pages of
27 documents and other information produced by Plaintiff and Defendant; **(c)** analysis of employment
28 data from a sample of Class Members; **(d)** an analysis of the legal positions taken by Defendant;

1 (d) investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis
2 of potential class-wide damages, including information sufficient to understand Defendant's potential
3 defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in
4 the Complaint and the potential defenses thereto; and (g) assembling and analyzing of data for
5 calculating damages.

6 Class Counsel and the Class Representative have vigorously prosecuted this case, and
7 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
8 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to
9 them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation
10 with an experienced employment law mediator, which culminated in a settlement in principle, the terms
11 of which are elaborated in this Settlement Agreement.

12 2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF 13 CLASS SETTLEMENT

14 The document and data exchange in this matter, as well as discussions between counsel, have
15 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits
16 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery
17 conducted in this Action and the information exchanged by the Parties through pre-mediation
18 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
19 compromise the issues on a fair and equitable basis.

20 The Class Representative and Class Counsel believe that the claims, causes of action,
21 allegations, and contentions asserted in the Action have merit. However, the Class Representative and
22 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings
23 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
24 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
25 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
26 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
27 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
28 alleged in the Action.

1 The Class Representative and Class Counsel believe that the settlement set forth in this
2 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
3 independent review of this Settlement Agreement by the Court in the approval process will confirm
4 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
5 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff
6 and the Class Members.

7 **2.4. DEFENDANT’S DENIALS OF WRONGDOING AND LIABILITY**

8 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by
9 Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing
10 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the
11 Action. Defendant contends that it complied with California and federal wage and hour laws and has
12 dealt legally and fairly with Plaintiff and the Class Members.

13 Defendant further denies that, for any purpose other than settling this Action, these claims are
14 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
15 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
16 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
17 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant’s
18 respective businesses without further expensive litigation and the distraction and diversion of their
19 personnel with respect to matters at issue in the Action. Defendant has also taken into account the
20 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
21 Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled
22 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

23 **2.5. INTENT OF THE CLASS SETTLEMENT**

24 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order
25 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released
26 Parties from liability for any and all of the Released Claims; and **(4)** discharge of Defendant from
27 liability for any and all claims arising out of the Action.
28

1 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

2 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the
3 Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this
4 conditional certification is appropriate because the Released Claims are being compromised without
5 need to establish the elements of those claims on which liability turns. The certification of the
6 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by
7 Defendant, including without limitation, that certification of a class for trial purposes is or would be
8 warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class
9 treatment of any of the claims in the Action.

10 If the Settlement Agreement is not finally approved by the Court, the Effective Date is not
11 achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set
12 forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab*
13 *initio*, of no force or effect, and shall not constitute evidence or a binding determination that the
14 requirements for certification of a class for trial purposes in this Action or in any other action which
15 have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff
16 agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the
17 Settlement Class in connection with any later proceeding before the Court.

18 **4. APPOINTMENT OF CLASS COUNSEL**

19 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree
20 to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the
21 Class Settlement pursuant to this Settlement Agreement.

22 **5. CONSIDERATION**

23 **5.1. SETTLEMENT AMOUNT**

24 The Parties agree to settle this Action for the Gross Settlement Amount of \$325,000.00. There
25 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
26 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
27 consideration for the Class Settlement and will be made in full and final settlement of: the Released
28 Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the

1 PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA
2 Payment), and any other obligation of Defendant under this Settlement Agreement (other than the
3 Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

4 After the Court issues an order preliminarily approving this Class Settlement, the Settlement
5 Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of
6 the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement as well
7 as the Share Form, which shall identify the Class Member, the number of workweeks worked by each
8 Class Member ("Workweeks"), as well as the estimated amount of the Individual Settlement Amount
9 the Class Member can expect to receive once the Class Settlement becomes effective on the Effective
10 Date. Class Members shall be given the opportunity to challenge their Workweeks information.

11 **5.2. INCENTIVE AWARD FOR PLAINTIFF**

12 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$7,500.00
13 for Justina Balderrama to acknowledge her efforts on behalf of the Settlement Class in this Action,
14 including assisting in the investigation and consulting with Class Counsel and providing crucial
15 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive
16 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from
17 the Gross Settlement Amount and shall be in addition to any distribution to which she may otherwise
18 be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered
19 wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such
20 payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award
21 approved by the Court and shall hold Defendant harmless from all liability with regard thereto.

22 **5.3. PAYMENT TO CLASS PARTICIPANTS**

23 Each Class Participant shall be eligible to receive payment of the Individual Settlement
24 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked
25 by the Class Members during the Class Period as a proportion of all weeks worked by all Class
26 Members. Each Class Participant, including Plaintiff, shall be responsible for the payment of the
27 Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount.
28

Deleted: and shall hold Defendant harmless from any and all liability with regard thereto

1 **5.4. PAYMENT TO PAGA SETTLEMENT CLASS**

2 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
3 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
4 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
5 is \$20,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
6 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA
7 and twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class. The portion of the
8 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement
9 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class
10 member during the PAGA Period as a proportion of all pay periods worked by all members of the
11 PAGA Settlement Class.

12 **5.5. TAX TREATMENT AND PAYMENT**

13 For the purpose of calculating Employee's Taxes and Required Withholding for the Individual
14 Settlement Amounts for Class Participants (including any payments to the Class Representative but
15 exclusive of her Incentive Award), the Parties agree that 20% of each Individual Settlement Amount
16 shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form
17 W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall constitute
18 penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment
19 to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total
20 Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants'
21 anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net
22 Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final
23 distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage
24 portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendant
25 to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the
26 Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely
27 responsible for all other individual tax obligations.
28

1 With respect to the PAGA Payment and any payments made to individual members of the
2 PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest
3 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the
4 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement
5 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made
6 to them.

7 **5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

8 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
9 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
10 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
11 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,
12 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be
13 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
14 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.
15 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs
16 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are
17 not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined
18 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or
19 any other purpose, and that additional contributions or benefits are not required by this Settlement
20 Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes
21 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,
22 or any other plan sponsored by Defendant.

23 **5.7. CLASS ATTORNEY FEES AND EXPENSES**

24 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for
25 an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross
26 Settlement Amount (i.e., \$108,333.33) and the award of costs and expenses up to an additional
27 \$20,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those
28 amounts.

1 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the
2 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall
3 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall
4 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for
5 Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less
6 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class
7 Attorney Fees and Expenses awarded. Defendant will not oppose requests for these payments provided
8 that they do not exceed these amounts.

9 The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work
10 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
11 represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be
12 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;
13 **(c)** all work to be performed and costs and expenses, if any, incurred in connection with administering
14 the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and **(d)** may
15 be based on the "catalyst theory" and/or the "common fund doctrine." The Settlement Administrator
16 will pay the Class Counsel Fees Payment and Class Counsel Expenses from the Gross Settlement
17 Amount using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
18 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
19 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding
20 any division or sharing of any of these payments. Failure of the Court to award the Class Counsel Fees
21 Payment or Class Counsel Litigation Expenses Payment, including in the amount requested by
22 Plaintiff, is not grounds to void this Agreement.

23 **6. SETTLEMENT ADMINISTRATION**

24 **6.1. COSTS AND EXPENSES**

25 All costs and expenses due to the Settlement Administrator in connection with its administration
26 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class
27 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment
28 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the

1 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement
2 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement
3 Amount, and ~~is estimated to be \$6,950,000.~~

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4 **6.2. PAYMENT BY DEFENDANT**

5 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
6 employer-side payroll taxes to the Settlement Administrator within seven (7) days of the Effective
7 Date. In no event shall Defendant be obligated to pay or deposit with the Settlement Administrator
8 more than \$325,000.00 plus the Employer's Taxes, except where the Escalator Provision is triggered.

9 **7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

10 **7.1. THE SETTLEMENT ADMINISTRATOR**

11 The Settlement Administrator will be responsible for: mailing the Class Notice and Share Form
12 (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final order and
13 judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries
14 from Class Members concerning the Class Notice; determining Individual Settlement Amounts;
15 determining individual payments to members of the PAGA Settlement Class; maintaining the
16 settlement funds in an appropriate interest-bearing account; preparing, administering, and distributing
17 Individual Settlement Amounts to Class Participants; preparing, administering, and distributing
18 individual payments to members of the PAGA Settlement Class; distributing the portion of the PAGA
19 Payment payable to the LWDA; issuing a final report and performing such other duties as the Parties
20 may direct. Additionally, the Settlement Administrator will handle all tax document preparation and
21 reporting, including state and federal tax forms, if any.

22 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
23 Defense Counsel with summary information updating them as to the number of validated and timely
24 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
25 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
26 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel
27 with proof of mailing of the Class Notice, without listing individual Class Member names which the
28

1 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
2 of the Court's Final Approval and Fairness Hearing.

3 No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement
4 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
5 information regarding: (a) the total amount of final Individual Settlement Amounts of each Class
6 Participant, without any identifying personal information; (b) the number of Class Participants to
7 receive such payments, and (c) the final number of Opt-Outs and objections.

8 Administrative Expenses are anticipated to be \$6,950.00. Prior to the calculation and
9 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the
10 total Administrative Expenses through the conclusion of their services and such actual amount will be
11 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
12 Amounts.

13 7.2. NOTICE TO CLASS MEMBERS

14 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days
15 after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with an
16 updated list of Class Members and members of the PAGA Settlement Class containing names, social
17 security numbers, dates of employment, last-known addresses, and phone numbers (the "Database").
18 The Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel
19 shall not receive a copy of this list.

20 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
21 Administrator shall determine the number of workweeks worked by each Class Member, populate the
22 data for each Class Member accordingly, and send each Class Member the Class Notice via first-class,
23 United States mail. The Class Notice shall also contain an easily-understood statement alerting the
24 Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing
25 and waiving all Released Claims against the Released Parties.

26 The Class Notice will inform Class Members of their estimated share of the settlement and the
27 number of workweeks they worked during the Class Period. Class Members may dispute their
28 workweeks if they believe they worked more weeks in the Class Period than Defendant's records show

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1 by submitting information to the Settlement Administrator no later than ~~sixty (60)~~ days after being
2 mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined
3 Response Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendant to
4 resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks to be
5 credited, the Settlement Administrator shall make the final decision based on the information presented
6 by the Class Member and Defendant. ~~The Parties shall file with the Court all disputes submitted by~~
7 ~~Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement~~
8 ~~Administrator may make the initial decision regarding workweek disputes, the Court may review any~~
9 ~~decision made by the Settlement Administrator regarding such dispute.~~

10 7.3. OPT OUT PROCEDURE

11 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate
12 in the Class Settlement and shall become Class Participants without having to submit a claim form or
13 take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or
14 postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state
15 the Class Member's name, address, telephone number, and signature. The Opt Out request should state
16 something to the effect of:

17 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JUSTINA*
18 *BALDERRAMA V. OMNI ENTERPRISES, INC.* LAWSUIT. I UNDERSTAND THAT
19 IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
20 RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT
21 AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE."
22

23 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior
24 to the Response Deadline any Class Notice mailed to a Class Member is returned as having been
25 undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace
26 search and seek an address correction for such Class Members, and a second Class Notice will be sent
27 to any new or different address obtained. Such Class Members shall have an additional fourteen (14)
28 days from the date of the mailing of the second Class Notice in which to Opt Out, object, or dispute

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1 the information provided in the Share Form if the Response Deadline would have otherwise passed
2 prior to fourteen (14) days from the date of the mailing of the second Class Notice.

3 It will be presumed that, if an envelope containing the Class Notice has not been returned within
4 thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-one (21)
5 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
6 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
7 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
8 specify the number of Class Members to whom the Class Notice was sent and the number of Class
9 Members to whom the Class Notice was not delivered, as well as information relating to the number
10 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

11 If the Settlement Administrator determines that an Opt Out request returned by a Class Member
12 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency
13 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an
14 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt
15 Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall
16 be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

17 Class Participants will be bound by the Release of Released Claims set forth in the definition
18 of “Released Claims” provided in this Settlement Agreement.

19 A request to Opt Out of the Class Settlement shall **not** serve to exclude the Class Member from
20 participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to their share of the PAGA
21 Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or
22 ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

23 **7.4. OBJECTION PROCEDURE**

24 The Class Notice shall inform the Class Members of their right to object to the Class Settlement
25 if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit
26 a written objection to the Settlement Administrator no later than the Response Deadline. Only Class
27 Participants may object to the Settlement. The objection should include the case name and number and
28 must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the

1 Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class
2 and the reasons why the Class Settlement should not be approved, including the legal and factual
3 arguments supporting the objection. If an objector also wishes to appear at the Final Approval and
4 Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will
5 promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense
6 Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness
7 Hearing, either in person or through a lawyer retained at their own expense, irrespective of whether
8 they have filed a written objection.

9 **7.5. NOTICE OF FINAL JUDGMENT**

10 Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and
11 entered a final order certifying the Class for settlement purposes only and approving the Class
12 Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to
13 rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on
14 its website at a web address to be included in the Class Notice.

15 **8. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

16 **8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT**

17 The claims of all Class Members are settled for the Gross Settlement Amount of \$325,000.00,
18 which will be allocated as follows:

- 19 1. The Administrative Expenses, estimated to be \$6,950.00;
- 20 2. Class Counsel's attorney fees not to exceed \$108,333.33;
- 21 3. Class Counsel's litigation costs and expenses not to exceed \$20,000.00;
- 22 4. The Incentive Award, not to exceed \$7,500.00; and
- 23 5. PAGA Payment to LWDA of \$15,000.00.

24 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
25 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
26 provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement
27 Administrator shall recalculate the final Net Settlement Amount based on the actual values of the
28 amounts in each category.

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1 **8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR**
2 **CLASS PARTICIPANTS**

3 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
4 Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a
5 “checks cashed” basis based on the proportional number of weeks worked by each Class Member
6 during the Class Period.

7 Defendant will provide the Settlement Administrator with any information reasonably
8 necessary to perform the calculation of number of workweeks for each Class Member, and any other
9 reasonably required information the Settlement Administrator requests to perform the calculations
10 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the
11 validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement
12 Agreement, shall have no involvement in or responsibility for the determination or payment of
13 Employee’s Taxes and Required Withholding, and shall have no liability for any errors made with
14 respect to such Employee’s Taxes and Required Withholding. Although the Settlement Administrator
15 will calculate and pay the standard Employee’s Taxes and Required Withholding on the portion of the
16 Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants
17 represent and understand that they shall be solely responsible for any and all tax obligation associated
18 with their respective Individual Settlement Amounts and Incentive Awards.

19 **8.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF**
20 **THE PAGA SETTLEMENT CLASS**

21 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
22 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
23 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
24 is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
25 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA
26 and twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class.

27 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed
28 to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular

1 PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked
2 by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA
3 Settlement Class, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and
4 Required Withholding with respect to their share of the PAGA Payment and shall hold Defendant
5 harmless from any and all liability with regard thereto.

6 Defendant will provide the Settlement Administrator with any information reasonably
7 necessary to perform the calculation of number of pay periods worked for each PAGA Settlement Class
8 member, and any other reasonably required information the Settlement Administrator requests to
9 perform the calculations required under this Settlement Agreement. Defendant shall have no
10 responsibility for deciding the validity of the individual payment amounts allocated to each member of
11 the PAGA Settlement Class or any other payments made pursuant to this Settlement Agreement, shall
12 have no involvement in or responsibility for the determination or payment of Employee's Taxes and
13 Required Withholding, and shall have no liability for any errors made with respect to such Employee's
14 Taxes and Required Withholding.

15 The members of the PAGA Settlement Class shall be solely responsible for any and all tax
16 obligation associated with their respective shares of the PAGA Payment.

17 **8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

18 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
19 approved by the Court no later than fourteen (14) days after the Effective Date.

20 **8.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

21 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
22 Court no later than fourteen (14) days after the Effective Date.

23 **8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

24 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
25 due to it and approved by the Court no later than fourteen (14) days after the Effective Date.
26
27
28

1 **8.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
2 **INDIVIDUAL SETTLEMENT AMOUNTS**

3 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
4 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail
5 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
6 last-known address no later than fourteen (14) days after the Effective Date. If the Settlement
7 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
8 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required
9 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no
10 circumstances shall the Settlement Administrator distribute checks to Class Participants until all
11 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
12 remaining monetary obligations have been calculated and accounted for.

13 Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Class
14 Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a
15 declaration of payment. If any Class Participant is deceased, payment shall be made payable to the
16 estate of that Class Member and delivered to the executor or administrator of that estate, unless the
17 Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code
18 section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

19 **8.8. NON-CASHED SETTLEMENT CHECKS**

20 Any funds associated with checks that have not been cashed within one hundred eighty (180)
21 days, will become void and the Individual Settlement Amount associated with the uncashed check will
22 be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for
23 deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The
24 Parties agree that this disposition results in no "unpaid residue" within the meaning of California Civil
25 Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class Participants,
26 whether or not they all cash their Individual Settlement Amount checks. Therefore, Defendant shall not
27 be required to pay any interest on said amount. For the purposes of determining whether Defendant has
28 met their financial obligation to pay the Individual Settlement Payment, Defendant will be deemed to

1 have fulfilled its obligation upon the mailing of the check to the Class Member, regardless of whether
2 such Class Member subsequently negotiates the check.

3 **8.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR**
4 **PAYMENT OF INDIVIDUAL SETTLEMENT SHARES**

5 Class Member Workweeks and the corresponding Individual Settlement Amount shall be
6 calculated using the employment and payroll records of Defendant, which presumptively shall be
7 deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome
8 that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount
9 of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other
10 written employment records, to the Settlement Administrator. Each Class Member may dispute the
11 number of Workweeks or their estimated Individual Settlement Amount contained on their Class
12 Notice ("Workweeks Dispute"). Any such Workweeks Dispute must be mailed or faxed to the
13 Settlement Administrator by the Class Member, postmarked or fax-stamped on or before the Response
14 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for
15 Defendant, shall inform Class Counsel of the dispute without disclosing the identity of the Class
16 Member making the dispute, and shall immediately attempt to resolve all such disputes directly with
17 relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel.

18 The Parties shall file with the Court all disputes submitted by Class Members, the evidence
19 submitted, and the resolution of the disputes. Although the Settlement Administrator may make the
20 initial decision regarding workweek disputes, the Court may review any decision made by the
21 Settlement Administrator regarding such dispute.

22 The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the
23 Effective Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has
24 been distributed, the initial calculation shall stand (as Defendant shall be under no obligation to pay
25 any amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

Deleted: If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision.

1 **9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

2 **9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

3 The Class Settlement and conditional class certification shall be considered null and void, and
4 neither the Class Settlement, conditional class certification, nor any of the related negotiations or
5 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the
6 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with
7 the Court, if any of the following occur: (a) the Court should for any reason fail to approve this
8 Settlement Agreement in the form agreed to by the Parties; (b) the Court should for any reason fail to
9 enter a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment
10 is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may
11 attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

12 **9.2. PARTIES' RIGHTS TO VOID CLASS SETTLEMENT; ESCALATOR**
13 **PROVISION**

14 If 10% or more members of the Settlement Class timely submit Opt Out requests, Defendant(s)
15 shall have the right (but not the obligation) to void the settlement described in this MOU. Defendant
16 agrees not to take any action that can be construed as encouraging Class Members to opt out of the
17 Settlement for the purposes of triggering its ability to void the Agreement.
18 If the number of workweeks worked by the Class Members is greater than 10% above 18,092
19 workweeks, then the GSA shall be increased proportionately for each additional Workweek above the
20 10% buffer.

21 **9.3. INVALIDATION**

22 Invalidation of any material portion of this Settlement Agreement shall invalidate the Class
23 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions
24 of the Class Settlement are to remain in full force and effect.

25 **9.4. STAY ON APPEAL**

26 If a timely appeal from the approval of the Class Settlement and judgment, the judgment shall
27 be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other
28

actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

10. MOTIONS FOR COURT APPROVAL

10.1. PRELIMINARY APPROVAL

As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

10.2. FINAL APPROVAL

The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Class Participants within the meaning of California Rules of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

11. RELEASES AND WAIVERS

11.1. RELEASE OF CLAIMS BY THE SETTLEMENT CLASS

Upon the ~~date the settlement has been fully funded~~, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Class Participants will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged

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1 and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement
2 Amount. That section provides in pertinent part as follows:

3 “An employer shall not require the execution of a release of a claim or right on account
4 of wages due, or to become due, or made as an advance on wages to be earned, unless
5 payment of those wages has been made.”
6

7 **11.2. RELEASE OF CLAIMS BY PAGA SETTLEMENT CLASS**

8 Upon the ~~date the settlement has been fully funded~~, the PAGA Settlement Class shall be deemed
9 to release the Released Parties, and each of them, of and from any and all PAGA Released Claims
10 arising during the PAGA Period. It is the desire of the Parties to fully, finally, and forever settle,
11 compromise, and discharge the PAGA Released Claims. Each of the PAGA Settlement Class members
12 will be bound by the release of PAGA Released Claims as a result of the Settlement and to the terms
13 of the final judgment and the satisfaction of such judgment.

14 The PAGA Settlement Class members shall have no right or ability to opt out of the portion of
15 this Settlement Agreement releasing PAGA Released Claims.

16 **11.3. RELEASE OF CLAIMS BY PLAINTIFF**

17 Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries, devisees,
18 legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives,
19 and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect,
20 or any other type or in any other capacity, shall and does hereby forever release, discharge and agree
21 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
22 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
23 demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at
24 law or in equity, which she may now have or may have after the signing of this Settlement Agreement,
25 arising out of or in any way connected with her employment with Defendant including, the Released
26 Claims, claims that were asserted or could have been asserted in the Complaint, and any and all
27 transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement
28 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include,

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1 but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII
2 of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age
3 Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the
4 Employee Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget
5 Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the Family and Medical Leave Act; **(l)** the
6 Civil Rights Act of 1966; **(m)** the California Fair Employment and Housing Act; **(n)** the California
7 Constitution; **(o)** the California Labor Code; **(p)** the California Government Code; **(q)** the California
8 Civil Code; and **(r)** any and all other federal, state, and local statutes, ordinances, regulations, rules,
9 and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory
10 grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of
11 contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
12 emotional distress, negligent infliction of emotional distress, or damages under any other federal, state,
13 or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter
14 how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses,
15 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain
16 and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees
17 to hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs
18 arising out of the matters released in this Settlement Agreement.

19 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of
20 California Civil Code section 1542, which provides as follows:

21 “A general release does not extend to claims that the creditor or releasing party does not
22 know or suspect to exist in his or her favor at the time of executing the release and that,
23 if known by him or her, would have materially affected his or her settlement with the
24 debtor or released party.”
25

26 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
27 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or
28 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or

1 different from those which she now knows or believes to be true with respect to the subject matter of
2 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby
3 does fully, finally, and forever settle and release any and all claims against the Released Parties, known
4 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
5 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
6 of such different or additional facts.

7 **11.4. CIRCULAR 230 DISCLAIMER**

8 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
9 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
10 acknowledges and agrees that **(1)** no provision of this Settlement Agreement, and no written
11 communication or disclosure between or among the parties or their attorneys and other advisers, is or
12 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
13 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
14 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own
15 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement
16 Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any
17 other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any
18 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that
19 may be imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has
20 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
21 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party
22 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this
23 Settlement Agreement.

24 **12. DUTIES OF THE PARTIES**

25 **12.1. MUTUAL FULL COOPERATION**

26 The Parties agree to cooperate fully with one another to accomplish and implement the terms
27 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such
28 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms

1 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated
2 by this Settlement Agreement and any other efforts that may become necessary by court order or
3 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable
4 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and
5 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of
6 this Settlement Agreement.

7 **12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

8 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to
9 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
10 legal challenge, whether by appeal or collateral attack.

11 **12.3. DUTIES PRIOR TO COURT APPROVAL**

12 Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary
13 approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly
14 upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a
15 preliminary order scheduling a hearing on the question of whether the proposed Class Settlement
16 should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form
17 and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**,
18 respectively, and directing the mailing of the Class Notice to Class Members. While Defendant can
19 reserve its right to object to facts or assertions made in the moving papers, Defense Counsel shall file
20 a notice of non-opposition to the granting of the motion for preliminary approval or join in the motion.

21 **13. MISCELLANEOUS PROVISIONS**

22 **13.1. VOIDING THIS SETTLEMENT AGREEMENT**

23 Pending Court approval and other than as provided herein, if any of the conditions set forth in
24 this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of
25 either Plaintiff or Defendant, be ineffective, void, and of no further force and effect, and may not be
26 used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum.
27 If either Party decides to void the Settlement Agreement, then the Settlement Agreement and
28 conditional class certification shall be considered void, and neither the Settlement Agreement,

1 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
2 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement
3 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the
4 Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator
5 fees and costs actually incurred.

6 **13.2. DIFFERENT FACTS**

7 The Parties acknowledge that, except for matters expressly represented herein, the facts in
8 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out
9 to be different from the facts now known by each party and/or its counsel, or believed by such Party or
10 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or
11 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective
12 and binding despite such difference.

13 **13.3. NO PRIOR ASSIGNMENTS**

14 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
15 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
16 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
17 except as set forth herein.

18 **13.4. NON-ADMISSION**

19 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by
20 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other
21 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing
22 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement
23 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
24 and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or
25 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
26 admission by Defendant regarding the merits of the Claims in this Action, including but not limited to
27 claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute
28 an admission by Defendant that the Action was properly brought as a class or representative action

1 other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
2 and every material factual allegation and all Claims. To this end, the Class Settlement of the Action,
3 the negotiation and execution of this Settlement Agreement, and all acts performed or documents
4 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not,
5 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
6 liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the
7 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of
8 any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in
9 any court, administrative agency, or other tribunal.

10 **13.5. NON-EVIDENTIARY USE**

11 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
12 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
13 individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their
14 respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement
15 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and
16 the Released Parties to prove or defend against any claim released herein by any Class Member in any
17 judicial, quasi-judicial, administrative, or governmental proceeding.

18 **13.6. MEDIA OR PRESS**

19 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the
20 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the
21 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and
22 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
23 obtained during the course of the Action, shall not be discussed with or presented to the media or press.

24 **13.7. NON-RETALIATION**

25 Defendant understands and acknowledges that it has a legal obligation to not retaliate against
26 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
27 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
28 Administrator or Class Counsel and will not discourage Class Members who are employees, directly

1 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
2 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
3 indirectly, to Opt Out of the Class Settlement.

4 **13.8. CONSTRUCTION**

5 The Parties agree that the terms and conditions of this Settlement Agreement are the result of
6 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement
7 Agreement is not to be construed in favor of or against any party by reason of the extent to which any
8 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this
9 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
10 next business day.

11 **13.9. GOVERNING LAW**

12 This Settlement Agreement is intended to and shall be governed by the laws of the State of
13 California, without regard to conflict of law principles, in all respects, including execution,
14 interpretation, performance, and enforcement.

15 **13.10. NOTICES**

16 Except for Class Member notices required to be made by the Settlement Administrator, all
17 notices or other communications required or permitted under this Settlement Agreement shall be in
18 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
19 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
20 party appearing in this Settlement Agreement.

21 **13.11. CAPTIONS AND INTERPRETATIONS**

22 Section titles or captions contained herein are inserted as a matter of convenience and for
23 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement
24 or any provision thereof.

25 **13.12. MODIFICATION**

26 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
27 by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement
28 Agreement has been granted by the Court, then any such amendments or modifications to this

1 Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be
2 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

3 **13.13. INTEGRATION CLAUSE**

4 This Settlement Agreement contains the entire agreement between the Parties relating to the
5 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
6 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
7 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
8 Settlement Agreement may be waived except in writing as provided above.

9 **13.14. SUCCESSORS AND ASSIGNS**

10 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class
11 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,
12 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,
13 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
14 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
15 successors, and assigns.

16 **13.15. CORPORATE SIGNATORIES**

17 Any person executing this Settlement Agreement or any such related document on behalf of a
18 corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all
19 Parties hereto, that such person has been duly authorized by such corporation or partnership to execute
20 this Settlement Agreement or any such related document.

21 **13.16. EXECUTION IN COUNTERPARTS**

22 This Settlement Agreement shall become effective upon its execution by all of the undersigned.
23 The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall
24 have the same force and effect as if all Settling Parties had signed the same instrument.

25 **13.17. ATTORNEY FEES, COSTS, AND EXPENSES**

26 Except as otherwise specifically provided for herein, each party shall bear her or its own
27 attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action
28 and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

1 **13.18. ACTION TO ENFORCE AGREEMENT**

2 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be
3 entitled to recover her or its attorney fees and costs. This provision does not apply to unnamed Class
4 Members or Aggrieved Employees.

5 **14. EXECUTION**

6 The Parties and their counsel have executed this Settlement Agreement on the date below their
7 signatures or the signature of their representatives. The date of this Settlement Agreement shall be the
8 date of the latest signature.

9 **APPROVAL AND EXECUTION BY PARTIES**

10 **CLASS REPRESENTATIVE:**

11 Dated: _____
12 Justina Balderrama
13 Plaintiff and Class Representative

14 **DEFENDANT:**

15
16 Dated: _____ Omni Enterprises, Inc.
17
18 _____
19 By: _____
20 Title: _____
21

22 **APPROVED AS TO FORM BY COUNSEL**

23 **CLASS COUNSEL:**

24
25 Dated: _____ Melmed Law Group P.C.
26
27 _____
28 Jonathan Melmed
Attorneys for Plaintiff

1 **DEFENDANT’S COUNSEL:**

2

3 Dated: _____

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Adli Law Group, P.C.

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Anne-Leith Matlock
Attorneys for Defendant

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EXHIBIT 3

MELMED LAW GROUP, P.C.

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Laura M. Supanich (SBN 314805)

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Los Angeles, California 90067

Telephone: (310) 824-3828

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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JUSTINA BALDERRAMA, an individual,
on behalf of herself, the State of California,
as a private attorney general, and on behalf
of all others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No. 30-2022-01256174-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF JUSTINA
BALDERRAMA IN SUPPORT OF PLAINTIFF'S
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 24, 2025

Time: 2:00 P.M.

Dept: CX104

Judge: Hon. Melissa R. McCormick

Complaint Filed: April 22, 2022

First Amended Complaint Filed: July 19, 2022

Trial Date: None Set

I, Justina Balderrama, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action. On or around April 22, 2022, the Class Action Complaint entitled *Justina Balderrama v. Omni Enterprises, Inc.*, Case No. 30-2022-01256174-CU-OE-CXC, was filed in the Superior Court of California, Orange County, on behalf of me, and all other current and former employees who were similarly situated.

3. During my employment with Defendant, I have not been paid all minimum and overtime wages owed, I did not receive compliant meal and rest breaks or receive missed meal and rest break premiums, I was not issued accurate wage statements, and did not receive all of my wages due during and at termination of my employment.

4. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Class Members. Given the various defenses asserted by Defendant, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the Class.

5. I understand that my counsel exchanged informal discovery and information with Defendant's counsel before attending an all-day mediation and ultimately reaching a settlement. The settlement seeks to resolve this case on a class-wide basis for *all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period* (the "Class" or "Class Members"). I understand that the Settlement is in the non-reversionary amount of \$325,000.00, and that all Class Members who do not opt out of the Settlement will release their wage and hour claims as alleged in the complaint.

6. As the named Plaintiff in this action, I provided substantial and ongoing assistance to Plaintiff's Counsel throughout the duration of this case. My involvement spanned several months and included a wide range of efforts that were critical to the development and prosecution of the claims on behalf of the Class. Specifically, I participated in multiple lengthy phone conferences and interviews

1 with Plaintiff's Counsel, estimating I spoke with my attorneys 10-20 times throughout the case. During
2 these conversations, I provided detailed factual information regarding the work environment, wage-and-
3 hour practices, and employer policies. I also communicated with Class Members to gather additional
4 context about their experiences and conveyed relevant information back to Counsel. I also helped by
5 locating, reviewing, and providing documents relevant to the case, including materials I had in my
6 possession and information discussed with coworkers. I took time to search for and organize these
7 documents and reviewed materials provided by Counsel. Additionally, I was contacted and remained
8 available during the day of mediation to support Counsel as needed. I made every effort to support the
9 case and ensure that the claims were thoroughly presented on behalf of the Class. In total, I spent
10 approximately 20-25 hours assisting with this case.

11 7. My efforts in bringing this case were instrumental in securing the favorable terms of the
12 Settlement Agreement. Notably, as part of the Settlement Agreement, I have entered into a general
13 release of all my claims against Defendant which is significantly broader than the release being given by
14 the members of the Class. This is one additional reason justifying my service award. This case also
15 involved risks for me, such as the risk of having to pay costs if we lost. I also recognized the risk that by
16 putting my name on a lawsuit, I might gain a reputation that would make it harder for me to find
17 employment in the industry in which I work. Others were afraid to bring forth the claims that I brought
18 in this case, but I disregarded those fears and proceeded to bring this Class Action. Disregarding the
19 significant risks, both financial and reputational, I pursued this case on behalf of the Class to a
20 successful resolution and settlement.

21 8. In summary, over the course of this litigation I have spent a significant amount of time
22 conferring and working with my attorneys on the prosecution of my claims and evaluating the
23 settlement and related documents. By agreeing to bring my case, I formally accepted the responsibilities
24 of representing the interests of all class members. I also agreed to provide Defendant with a general
25 release of claims arising out of my employment.

26 9. It is my understanding that based upon my industrious efforts as the named Plaintiff in
27 this action there is something called a Class Representative Incentive Award. I respectfully request that
28

1 the Court grant this award to me in the amount of \$7,500.00 in addition to my pro rata share of the
2 settlement fund.

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

5 Executed on 7/10/2025 in Orange County, California.

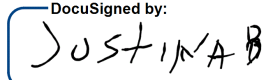
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10 Justina Balderrama

EXHIBIT 4

EXHIBIT 1

Notice of Proposed Class Action and PAGA Settlement

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

JUSTINA BALDERRAMA, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No.: 30-2022-01256174-CU-OE-CXC

**Notice of Proposed Class and PAGA
Representative Action Settlement**

A court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION
SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the “Settlement”) has been reached between: (1) Plaintiff Justina Balderrama (“Plaintiff”), individually and in her representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Omni Enterprises, Inc. (“Defendant”). The Settlement resolves disputed claims against Defendant arising out of its compensation practices during the period from April 22, 2018, through May 13, 2024 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

Plaintiff, individually and in her representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant in the Superior Court of the State of California for the County of Orange in the matter of *Justina Balderrama v. Omni Enterprises, Inc.*, case number 30-2022-01256174-CU-OE-CXC (the “Action”). The Action sought recovery for Defendant’s alleged: (1) failure to pay minimum wage for all hours worked; (2) failure to pay proper overtime wages; (3) failure to provide compliant rest periods and pay missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period premiums; (5) failure to maintain accurate employment records; (6) failure to pay timely wages during employment; (7) failure to pay all wages due and owing at separation; (8) failure to provide complete

1 and accurate wage statements; and (9) deceptive, fraudulent, or otherwise unlawful business practices
2 based on the foregoing in violation of California’s Unfair Competition Law.

3 **Defendant denies all liability, denies all allegations in the Action, and has raised various**
4 **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws,
5 and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action
6 is suitable for class certification.

7 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
8 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
9 whether the claims are suitable for class certification.

10 Under the Settlement, the following settlement class will be certified under California law: *all*
11 *individuals who are or were employed by Defendants as non-exempt employees in California during*
12 *the Class Period.* The “Class Period” is defined as the period from April 22, 2018, through May 13,
13 2024. The Settlement provides for a gross settlement amount of \$325,000.00, a share of which is to be
14 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members
15 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for
16 their share of the settlement amount, all participating Class Members will be deemed to have released
17 Defendant from liability on the terms described in this notice.

18 On [the date of preliminary approval of the settlement], the Court preliminarily approved the
19 Settlement and conditionally certified the settlement class. This notice is being sent to you because
20 Defendant’s records indicate that you worked for Defendant during the Class Period and that you meet
21 the definition required to be treated as a Class Member.

22 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**
23 **NOT AFFECT YOUR EMPLOYMENT.**

24 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking
25 any adverse action against or otherwise target, retaliate, or discriminate against any Class Member
26 because of the Class Member’s participation or decision not to participate in the Settlement.

1 **3. TERMS OF THE SETTLEMENT**

2 Defendant has agreed to pay \$325,000.00 (the “Gross Settlement Amount”) to resolve the
3 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 4 1. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act
5 as the “Settlement Administrator,” who is sending this notice to you and will perform
6 many other duties relating to the Settlement. Under the Settlement, up to \$6,950.00 will
7 be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
- 8 2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on
9 behalf of the Class Members on a contingency fee basis (that is, without being paid any
10 money to date) and have been paying all litigation costs and expenses. To date, the
11 Parties have aggressively litigated many aspects of the case including investigation,
12 settlement efforts, and a full-day mediation session. The Court will determine the actual
13 amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross
14 Settlement Amount. Class Members are not personally responsible for any of Class
15 Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of
16 the Gross Settlement Amount (i.e., \$108,333.33) as reasonable compensation for the
17 work Class Counsel performed and will continue to perform in the Action. Class
18 Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel
19 incurred in connection with the Action.
- 20 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide
21 a service payment to Plaintiff in the amount of \$7,500.00 for Justina Balderrama to
22 compensate her for her efforts on behalf of the Class Members in the Action, including
23 assisting in the investigation and consulting with Class Counsel and providing crucial
24 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a
25 Class Member.
- 26 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement
27 of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment
28 is to be approved by the Court pursuant to Labor Code section 2699 and is to be

distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The “PAGA Period” is defined for these purposes to mean the period from April 22, 2021, through May 13, 2024.

After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement Amount” for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendant’s records. If you feel that you were not credited with the correct number of workweeks

1 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
2 **[Response Deadline]** with documentation to establish the number of workweeks you claim to have
3 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**
4 **not be returned or preserved, so do *not* send originals.** The Parties and the Settlement Administrator
5 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should
6 be credited. The Settlement Administrator will make the final decision as to how many weeks are
7 credited and report the outcome to the Class Participant. The Parties shall file with the Court all disputes
8 submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the
9 Settlement Administrator may make the initial decision regarding workweek disputes, the Court may
10 review any decision made by the Settlement Administrator regarding such dispute. If you are
11 unsatisfied with the decision, you may submit an objection, which is explained below.

12 Settlement checks will be mailed to all Class Participants after the Court grants final approval
13 of the Settlement and judgment is entered.

14 **5. THE RELEASE OF CLAIMS**

15 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind
16 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”
17 against the “Released Parties” as those terms are defined below.

18 The “Released Parties” are Defendant and all of Defendant and all of Defendant’s subsidiaries,
19 affiliates, shareholders, members, agents, predecessors, successors, and assigns.

20 The “Released Class Claims” are those claims that were or reasonably could have been asserted
21 based on the facts alleged in the operative complaint and/or PAGA notice to the California Labor and
22 Workforce Development Agency that arose during the Class Period and/or PAGA Period, including
23 claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections
24 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in
25 violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s);
26 **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor
27 Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal
28 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and

1 the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation
2 of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor
3 Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor
4 Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in
5 violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful
6 business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. &
7 Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab.
8 Code, §§ 2698-2699.6); and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based
9 on the foregoing. No other claims are released other than those claims specifically plead in the operative
10 complaint in the Action.

11 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,
12 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor
13 does it release any claims, actions, or causes of action which may be possessed by Class Members
14 under state or federal discrimination statutes, including, without limitation, the California Fair
15 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
16 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
17 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
18 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
19 interpretive guidelines.

20 Class Members who do not request exclusion from the Settlement will be deemed to have
21 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that
22 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
23 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
24 to the Settlement payments. That section provides in pertinent part as follows:

25 “An employer shall not require the execution of a release of a claim or right on account
26 of wages due, or to become due, or made as an advance on wages to be earned, unless
27 payment of those wages has been made.”
28

1 The “PAGA Released Claims” are any and all claims that are pled in the Action for civil
2 penalties under PAGA, including: failure to pay minimum wages for all hours worked, failure to pay
3 overtime wages, failure to provide paid rest breaks and pay missed rest break premiums, failure to
4 provide meal periods and pay missed meal period premiums, failure to pay wages timely during
5 employment, failure to pay timely wages at separation, failure to provide accurate and itemized wage
6 statements, failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections
7 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
8 1198, 1198.5, 1199.

9 The PAGA Settlement Class members shall have no right or ability to opt out of the portion of
10 this Settlement Agreement releasing PAGA Released Claims.

11 **6. YOUR OPTIONS**

12 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

13 If you do nothing, you will be automatically included as a Class Participant in the Settlement
14 and will receive a settlement payment. You do *not* have to take any further action to receive your
15 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
16 Administrator has your current address on file, or you may not receive important information or a
17 settlement payment. The estimated amount of your settlement payment if you do nothing is included
18 on the attached *Class Action Settlement Share Form*.

19 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

20 If you do *not* wish to take part in the class action portion of the Settlement (the “Class
21 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
22 Administrator a completed Exclusion Form attached to this Notice no later than [Response Deadline]
23 that specifically requests exclusion from the Class Settlement in this case.

24 Send the request for exclusion directly to the Settlement Administrator at the following address
25 by no later than [Response Deadline]:

26 ILYM Group, Inc.
27 14751 Plaza Drive, Suite J
28 Tustin, California 92780

1 Any person who submits a timely request for exclusion from the Class Settlement shall, upon
2 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and
3 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of
4 receipt of your request for exclusion, please send it by United States certified mail, return receipt
5 requested, or contact the Settlement Administrator.

6 **Importantly**, Class Members who timely and validly request exclusion from the Class
7 Settlement will *not* be excluded from their share of the PAGA Payment or the PAGA Released Claims.
8 Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the
9 class action portion of the Settlement and Released Class Claims and not their entitlement to the PAGA
10 Payment and release of the PAGA Released Claims. If you request exclusion from the Class Settlement
11 you will still be entitled to your share, if any, of the PAGA Payment and will release the PAGA
12 Released Claims.

13 **6.3. OBJECT TO THE SETTLEMENT**

14 You have the right to object to the terms of the Settlement if you do not request exclusion. If,
15 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you
16 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator a
17 written objection on the Objection Form attached to this Notice, stating your name, address, telephone
18 number, dates of employment with Defendant, the case name and number, each specific reason in
19 support of your objection, and any legal support for each objection. Objections in writing must be
20 mailed to the Settlement Administrator—ILYM Group, Inc., 14751 Plaza Drive, Suite J, Tustin,
21 California 92780—by no later than [Response Deadline] to be considered. **Objections that do not**
22 **include all required information, or that are not timely submitted, might not be considered by**
23 **the court.**

24 If you choose to object to the Settlement, you may also appear to speak at the final approval
25 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]
26 in Department [Court Department] of the Superior Court of the State of California for the County of
27 Orange, located at [Court Location]. You have the right to appear either in person or through your own
28 attorney at this hearing, irrespective of whether they have filed a written objection.

1 If you object to the Settlement, you will remain a Class Member, and if the Court approves the
2 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as
3 Class Members who do not object. Any Class Member who does not object in the manner provided
4 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

5 The Court may, at the time of the final approval and fairness hearing, have certain social
6 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement
7 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose
8 information is provided below, for more information about the Court's current social distancing
9 procedures. You may also review the Court's website for the most current information.

10 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

11 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
12 Administrator, ILYM Group, Inc., at **(888) 250-6810** or by email at
13 **claims@ilymgroupclassaction.com**, as soon as possible. **This is important to ensure that future**
14 **notices and/or the Settlement payment reach you.**

15 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

16 Within seven (7) days after the Court has held a final and fairness approval hearing and entered
17 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
18 copy of that order and final judgment on its website at the following website address:

19 **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**

20 **9. IF THE SETTLEMENT IS NOT APPROVED**

21 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the
22 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.
23 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any
24 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as
25 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be
26 upheld if an appeal was filed.
27
28

10. **QUESTIONS OR COMMENTS**

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at **claims@ilymgrouppclassaction.com**. You may also contact Class Counsel at the addresses or phone numbers listed below. The Settlement Administrator will post all relevant documents on its website, located at [website], including the Operative Complaint, the PAGA notices to the LWDA, the Settlement Agreement, the Class Notice and related forms, the Preliminary Approval Order, the Final Approval Order, and the Final Judgment. The Final Judgment will be posted for at least 180 days.

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

Jonathan Melmed

jm@melmedlaw.com

Laura Supanich

lms@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Justina Balderrama v. Omni Enterprises, Inc.

Case Number 30-2022-01256174-CU-OE-CXC

Superior Court of the State of California for the County of Orange

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Omni Enterprises, Inc. (“Defendant”) arising out of its compensation practices during the period from April 22, 2018, through May 13, 2024 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. **Additionally, according to Defendant’s records, you worked [REDACTED] pay periods for Defendant during the PAGA Period. Accordingly, your share of the PAGA portion of the Settlement is currently estimated to be \$ [REDACTED],**

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.
claims@ilymgrouppclassaction.com
(888) 250-6810
14751 Plaza Drive, Suite J
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

REQUEST FOR EXCLUSION FORM

(*Justina Balderrama v Omni Enterprises, Inc.*, Case No. 30-2022-01256174-CU-OE-CXC)

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [response deadline]:

Justina Balderrama v Omni Enterprises, Inc.

c/o Settlement Administrator

[settlement administrator address]

If you submit this Request for Exclusion Form, you will not receive an individual settlement payment, and you will not be bound by the release set forth in the Settlement Agreement, if the Court grants final approval to the class action settlement. You will be excluded from the settlement, and will not be a Class Member in this case.

If you are a PAGA aggrieved employee, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action settlement. The PAGA aggrieved employees are those members of the Class who worked for Defendant in the period from April 22, 2021 through May 13, 2024.

I have received notice of the proposed settlement in this class action lawsuit, and I wish to be excluded from the settlement in the class action lawsuit. I understand by requesting exclusion from the settlement I will not receive any money from the settlement of the lawsuit, but I will retain whatever rights I may have, if any, to pursue a claim against the Defendant with respect to the claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

(signature)

OBJECTION FORM

Justina Balderrama v Omni Enterprises, Inc.

Case Number 30-2022-01256174-CU-OE-CXC

Superior Court of the State of California for the County of Orange

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE A CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

IF YOU WANT TO OBJECT TO THE SETTLEMENT, COMPLETE, DATE, AND SIGN THIS FORM AND MAIL OR DELIVER IT BACK TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [response deadline]:

Justina Balderrama v Omni Enterprises, Inc.

c/o Settlement Administrator

[settlement administrator address]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. 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 get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____

(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

EXHIBIT 5

EXHIBIT 1

Notice of Proposed Class Action and PAGA Settlement

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

JUSTINA BALDERRAMA, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No.: 30-2022-01256174-CU-OE-CXC

**Notice of Proposed Class and PAGA
Representative Action Settlement**

A court authorized this notice. This is not a solicitation from a lawyer.

1 **NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION**

2 **SETTLEMENT**

3 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

4 A proposed class action settlement agreement (the “Settlement”) has been reached between:

5 (1) Plaintiff Justina Balderrama (“Plaintiff”), individually and in her representative capacity on behalf
6 of a group of prospective class members defined below, and as a private attorney general on behalf of
7 the State of California; and (2) Defendant Omni Enterprises, Inc. (“Defendant”). The Settlement
8 resolves disputed claims against Defendant arising out of its compensation practices during the period
9 from April 22, 2018, through May 13, 2024 (the “Class Period”) as applied to all individuals who are
10 or were employed by Defendants as non-exempt employees in California during the Class Period
11 (“Class Members”).

12 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent
13 to you because you may be entitled to money under the Settlement and because the Settlement affects
14 your legal rights.

15 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**
16 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are
17 automatically included in the Settlement and do not need to take any further action to receive a
18 payment. If you accept your settlement amount, you will release the claims described below.

19 **1. DESCRIPTION OF THE LAWSUIT**

20 Plaintiff, individually and in her representative capacity on behalf of the Class Members, and
21 as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant
22 in the Superior Court of the State of California for the County of Orange in the matter of *Justina*
23 *Balderrama v. Omni Enterprises, Inc.*, case number **30-2022-01256174-CU-OE-CXC** (the “Action”).
24 The Action sought recovery for Defendant’s alleged: (1) failure to pay minimum wage for all hours
25 worked; (2) failure to pay proper overtime wages; (3) failure to provide compliant rest periods and pay
26 missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period
27 premiums; (5) failure to maintain accurate employment records; (6) failure to pay timely wages during
28 employment; (7) failure to pay all wages due and owing at separation; (8) failure to provide complete

Deleted: the earliest of 90 days after the date of mediation
or the date of preliminary approval of the settlement

1 and accurate wage statements; and (9) deceptive, fraudulent, or otherwise unlawful business practices
2 based on the foregoing in violation of California's Unfair Competition Law.

3 **Defendant denies all liability, denies all allegations in the Action, and has raised various**
4 **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws,
5 and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action
6 is suitable for class certification.

7 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
8 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
9 whether the claims are suitable for class certification.

10 Under the Settlement, the following settlement class will be certified under California law: *all*
11 *individuals who are or were employed by Defendants as non-exempt employees in California during*
12 *the Class Period.* The "Class Period" is defined as the period from April 22, 2018, through May 13,
13 2024. The Settlement provides for a gross settlement amount of \$325,000.00, a share of which is to be
14 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members
15 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for
16 their share of the settlement amount, all participating Class Members will be deemed to have released
17 Defendant from liability on the terms described in this notice.

18 On the date of preliminary approval of the settlement, the Court preliminarily approved the
19 Settlement and conditionally certified the settlement class. This notice is being sent to you because
20 Defendant's records indicate that you worked for Defendant during the Class Period and that you meet
21 the definition required to be treated as a Class Member.

22 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**
23 **NOT AFFECT YOUR EMPLOYMENT.**

24 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking
25 any adverse action against or otherwise target, retaliate, or discriminate against any Class Member
26 because of the Class Member's participation or decision not to participate in the Settlement.

Deleted: Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

Deleted: To avoid the additional expense, inconvenience, and risk of continued litigation, however, Plaintiff and Defendant (the "Parties") have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this notice. The Settlement was reached after Defendant provided extensive information and documents to Plaintiff's counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Deleted: Plaintiff and Plaintiff's counsel—Jonathan Melmed, Laura Supanich, and Michiko Vartanian of Melmed Law Group P.C. ("Class Counsel")—support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

Deleted: the earliest of 90 days after the date of mediation or the date of preliminary approval of the settlement

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1 **3. TERMS OF THE SETTLEMENT**

2 Defendant has agreed to pay \$325,000.00 (the “Gross Settlement Amount”) to resolve the
3 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 4 1. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act
5 as the “Settlement Administrator,” who is sending this notice to you and will perform
6 many other duties relating to the Settlement. Under the Settlement, up to ~~\$6,950.00~~ will
7 be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
- 8 2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on
9 behalf of the Class Members on a contingency fee basis (that is, without being paid any
10 money to date) and have been paying all litigation costs and expenses. To date, the
11 Parties have aggressively litigated many aspects of the case including investigation,
12 settlement efforts, and a full-day mediation session. The Court will determine the actual
13 amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross
14 Settlement Amount. Class Members are not personally responsible for any of Class
15 Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of
16 the Gross Settlement Amount (i.e., \$108,333.33) as reasonable compensation for the
17 work Class Counsel performed and will continue to perform in the Action. Class
18 Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel
19 incurred in connection with the Action.
- 20 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide
21 a service payment to Plaintiff in the amount of \$7,500.00 for Justina Balderrama to
22 compensate her for her efforts on behalf of the Class Members in the Action, including
23 assisting in the investigation and consulting with Class Counsel and providing crucial
24 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a
25 Class Member.
- 26 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement
27 of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment
28 is to be approved by the Court pursuant to Labor Code section 2699 and is to be

Deleted: 15,000

distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The “PAGA Period” is defined for these purposes to mean the period from April 22, 2021, through May 13, 2024.

Deleted: the earliest of 90 days after the date of mediation or the date of preliminary approval of the settlement...

After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement Amount” for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendant’s records. If you feel that you were not credited with the correct number of workweeks

1 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
2 **[Response Deadline]** with documentation to establish the number of workweeks you claim to have
3 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**
4 **not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator
5 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should
6 be credited. The Settlement Administrator will make the final decision as to how many weeks are
7 credited and report the outcome to the Class Participant. The Parties shall file with the Court all disputes
8 submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the
9 Settlement Administrator may make the initial decision regarding workweek disputes, the Court may
10 review any decision made by the Settlement Administrator regarding such dispute. If you are
11 unsatisfied with the decision, you may submit an objection, which is explained below.

12 Settlement checks will be mailed to all Class Participants after the Court grants final approval
13 of the Settlement and judgment is entered.

14 **5. THE RELEASE OF CLAIMS**

15 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind
16 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”
17 against the “Released Parties” as those terms are defined below.

18 The “Released Parties” are Defendant and all of Defendant and all of Defendant’s subsidiaries,
19 affiliates, shareholders, members, agents, predecessors, successors, and assigns.

20 The “Released Class Claims” are those claims that were or reasonably could have been asserted
21 based on the facts alleged in the operative complaint and/or PAGA notice to the California Labor and
22 Workforce Development Agency that arose during the Class Period and/or PAGA Period, including
23 claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections
24 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in
25 violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s);
26 **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor
27 Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal
28 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and

Deleted: arising out of or related to the allegations set forth

1 the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation
2 of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor
3 Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor
4 Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in
5 violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful
6 business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. &
7 Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab.
8 Code, §§ 2698-2699.6); and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based
9 on the foregoing. No other claims are released other than those claims specifically plead in the operative
10 complaint in the Action.

11 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,
12 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor
13 does it release any claims, actions, or causes of action which may be possessed by Class Members
14 under state or federal discrimination statutes, including, without limitation, the California Fair
15 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
16 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
17 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
18 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
19 interpretive guidelines.

20 Class Members who do not request exclusion from the Settlement will be deemed to have
21 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that
22 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
23 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
24 to the Settlement payments. That section provides in pertinent part as follows:

25 “An employer shall not require the execution of a release of a claim or right on account
26 of wages due, or to become due, or made as an advance on wages to be earned, unless
27 payment of those wages has been made.”
28

1 The "PAGA Released Claims" are any and all claims that are pled in the Action for civil
2 penalties under PAGA, including: failure to pay minimum wages for all hours worked, failure to pay
3 overtime wages, failure to provide paid rest breaks and pay missed rest break premiums, failure to
4 provide meal periods and pay missed meal period premiums, failure to pay wages timely during
5 employment, failure to pay timely wages at separation, failure to provide accurate and itemized wage
6 statements, failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections
7 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
8 1198, 1198.5, 1199.

9 The PAGA Settlement Class members shall have no right or ability to opt out of the portion of
10 this Settlement Agreement releasing PAGA Released Claims.

11 **6. YOUR OPTIONS**

12 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

13 If you do nothing, you will be automatically included as a Class Participant in the Settlement
14 and will receive a settlement payment. You do *not* have to take any further action to receive your
15 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
16 Administrator has your current address on file, or you may not receive important information or a
17 settlement payment. The estimated amount of your settlement payment if you do nothing is included
18 on the attached *Class Action Settlement Share Form*.

19 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

20 If you do *not* wish to take part in the class action portion of the Settlement (the "Class
21 Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
22 Administrator a completed Exclusion Form attached to this Notice no later than [Response Deadline]
23 that specifically requests exclusion from the Class Settlement in this case.

24 Send the request for exclusion directly to the Settlement Administrator at the following address
25 **by no later than [Response Deadline]:**

26 ILYM Group, Inc.
27 14751 Plaza Drive, Suite J
28 Tustin, California 92780

Deleted: any and all claims that are pled in the Action under PAGA, or which could have been pursued in the Action under PAGA, based on the factual allegations in the Action alleged in the Complaint, including but not limited to: failure to pay minimum wages for all hours worked, failure to pay overtime wages, failure to provide paid rest breaks and pay missed rest break premiums, failure to provide meal periods and pay missed meal period premiums, failure to pay wages timely during employment, failure to pay timely wages at separation, failure to provide accurate and itemized wage statements, failure to reimburse for business expenses, failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199

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Deleted: The request for exclusion must include your name, address, telephone number, and signature, and it should state: "I wish to be excluded from the settlement class in the case of *Justina Balderrama v. Omni Enterprises, Inc.*. I understand that if I ask to be excluded from the settlement class, I will not receive any money from the settlement of this lawsuit and will not be releasing any claims I might have."

1 Any person who submits a timely request for exclusion from the Class Settlement shall, upon
2 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and
3 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of
4 receipt of your request for exclusion, please send it by United States certified mail, return receipt
5 requested, or contact the Settlement Administrator.

6 **Importantly**, Class Members who timely and validly request exclusion from the Class
7 Settlement will *not* be excluded from their share of the PAGA Payment or the PAGA Released Claims.
8 Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the
9 class action portion of the Settlement and Released Class Claims and not their entitlement to the PAGA
10 Payment and release of the PAGA Released Claims. If you request exclusion from the Class Settlement
11 you will still be entitled to your share, if any, of the PAGA Payment and will release the PAGA
12 Released Claims.

13 **6.3. OBJECT TO THE SETTLEMENT**

14 You have the right to object to the terms of the Settlement if you do not request exclusion. If,
15 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you
16 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator a
17 written objection on the Objection Form attached to this Notice, stating your name, address, telephone
18 number, dates of employment with Defendant, the case name and number, each specific reason in
19 support of your objection, and any legal support for each objection. Objections in writing must be
20 mailed to the Settlement Administrator—ILYM Group, Inc., 14751 Plaza Drive, Suite J, Tustin,
21 California 92780—by no later than **[Response Deadline]** to be considered. **Objections that do not**
22 **include all required information, or that are not timely submitted, might not be considered by**
23 **the court.**

24 If you choose to object to the Settlement, you may also appear to speak at the final approval
25 and fairness hearing scheduled for **[Final Approval Hearing Date]**, at **[Final Approval Hearing Time]**
26 in Department **[Court Department]** of the Superior Court of the State of California for the County of
27 Orange, located at **[Court Location]**. You have the right to appear either in person or through your own
28 attorney at this hearing, irrespective of whether they have filed a written objection.

Deleted: and the Court

1 If you object to the Settlement, you will remain a Class Member, and if the Court approves the
2 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as
3 Class Members who do not object. Any Class Member who does not object in the manner provided
4 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

5 The Court may, at the time of the final approval and fairness hearing, have certain social
6 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement
7 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose
8 information is provided below, for more information about the Court's current social distancing
9 procedures. You may also review the Court's website for the most current information.

10 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

11 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
12 Administrator, ILYM Group, Inc., at (888) 250-6810 or by email at
13 claims@ilymgroupclassaction.com, as soon as possible. **This is important to ensure that future**
14 **notices and/or the Settlement payment reach you.**

15 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

16 Within seven (7) days after the Court has held a final and fairness approval hearing and entered
17 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
18 copy of that order and final judgment on its website at the following website address:

19 **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**

20 **9. IF THE SETTLEMENT IS NOT APPROVED**

21 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the
22 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.
23 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any
24 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as
25 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be
26 upheld if an appeal was filed.
27
28

10. **QUESTIONS OR COMMENTS**

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at **claims@ilymgroupclassaction.com**. You may also contact Class Counsel at the addresses or phone numbers listed below. The Settlement Administrator will post all relevant documents on its website, located at [website], including the Operative Complaint, the PAGA notices to the LWDA, the Settlement Agreement, the Class Notice and related forms, the Preliminary Approval Order, the Final Approval Order, and the Final Judgment. The Final Judgment will be posted for at least 180 days.

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

Jonathan Melmed

jm@melmedlaw.com

Laura Supanich

lms@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

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mv@melmedlaw.com

EXHIBIT 6

Expense Report

Justina Balderrama v. Omni Enterprise Inc., DBA Omni Clean

Type	Description	Date	Cost
PAGA Fee	PAGA Filing Fee	April 22, 2022	\$75.00
Postage	Certified Mailing Fee PAGA Letters	April 22, 2022	\$16.72
Court Filing Fees	First Legal Invoice Filing/Service of Process - S&C	April 30, 2022	\$1,683.15
Court Filing Fees	First Legal Invoice Filing - Proof of Service	May 15, 2022	\$30.50
Postage	Mailing Fee - Personnel Records Request	July 19, 2022	\$1.14
Court Filing Fees	First Legal Invoice, Filing - Joint Stip to File FAC	July 23, 2022	\$52.50
Court Filing Fees	First Legal Invoice, Filing - FAC	July 23, 2022	\$30.50
Court Filing Fees	First Legal Invoice, Filing - Notice of Appearance	August 8, 2022	\$30.50
Court Filing Fees	First Legal Invoice, Filing - MTC RFPD and SRoggs	September 23, 2022	\$200.25
Court Filing Fees	First Legal Invoice, Filing - Joint Statement	October 31, 2022	\$30.50
Court Filing Fees	First Legal Invoice, Filing - Reply ISO MTC RFPD	January 15, 2023	\$32.25
Court Filing Fees	First Legal Invoice, Filing - Reply ISO MTC Roggs	January 15, 2023	\$32.25
Court Filing Fees	First Legal Invoice, Filing - Proposed Order re MTC (2)	January 23, 2023	\$64.50
Court Filing Fees	First Legal Invoice, Filing - Notice of Ruling (2)	January 31, 2023	\$10.25
Court Filing Fees	First Legal Invoice, Filing - Notice of Ruling (1)	January 31, 2023	\$10.25

Court Filing Fees	First Legal Invoice, Filing - Joint CMC Statement	February 8, 2023	\$10.25
Court Filing Fees	First Legal Invoice, Filing - Stip and Protective Order	April 8, 2023	\$54.25
Court Filing Fees	First Legal Invoice, Filing - Joint Statement	May 8, 2023	\$10.25
Purchased Documents	OCSC Receipt - Copy of Order re MTC RFPDs & SROGs	October 24, 2023	\$15.00
Court Filing Fees	First Legal Invoice, Filing - Joint Statement	October 31, 2023	\$10.25
Mediation Fees	Louis Marlin Mediation Invoice - Mediation Fees	January 16, 2024	\$9,000.00
Court Filing Fees	First legal Invoice, Filing - Joint Stip and Order	February 8, 2024	\$36.20
Court Filing Fees	First Legal Invoice, Filing - Joint Notice of Settlement	February 23, 2024	\$14.20
Court Filing Fees	First Legal Invoice, Filing - Joint Notice of Settlement	February 29, 2024	\$22.00
Purchased Documents	OCSC Receipt - Minute Order re Status Conference	May 15, 2024	\$7.50
Court Filing Fees	First Legal Invoice, Filing - Joint Status Statement	May 15, 2024	\$14.20
Court Filing Fees	First Legal Invoice, Filing - Notice of Errata	September 8, 2024	\$14.20
Court Filing Fees	First Legal Invoice, Filing - P's Conference Statement	September 8, 2024	\$14.20
Court Filing Fees	First Legal invoice, Filing - Proposed Order	March 15, 2025	\$15.20
Court Filing Fees	First Legal invoice, Filing - Proposed Order	March 15, 2025	\$15.20
Court Filing Fees	First Legal Invoice, Filing - Notice of Motion and Motion	November 8, 2025	\$80.20
Total			\$11,633.36

EXHIBIT 7

REQUEST FOR EXCLUSION FORM

(*Justina Balderrama v Omni Enterprises, Inc.*, Case No. 30-2022-01256174-CU-OE-CXC)

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [response deadline]:

Justina Balderrama v Omni Enterprises, Inc.

c/o Settlement Administrator

[settlement administrator address]

If you submit this Request for Exclusion Form, you will not receive an individual settlement payment, and you will not be bound by the release set forth in the Settlement Agreement, if the Court grants final approval to the class action settlement. You will be excluded from the settlement, and will not be a Class Member in this case.

If you are a PAGA aggrieved employee, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action settlement. The PAGA aggrieved employees are those members of the Class who worked for Defendant in the period from April 22, 2021 through May 13, 2024.

I have received notice of the proposed settlement in this class action lawsuit, and I wish to be excluded from the settlement in the class action lawsuit. I understand by requesting exclusion from the settlement I will not receive any money from the settlement of the lawsuit, but I will retain whatever rights I may have, if any, to pursue a claim against the Defendant with respect to the claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

(signature)

EXHIBIT 8

OBJECTION FORM

Justina Balderrama v Omni Enterprises, Inc.

Case Number 30-2022-01256174-CU-OE-CXC

Superior Court of the State of California for the County of Orange

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A CLASS SETTLEMENT PAYMENT, DO
NOT FILL OUT THIS FORM.**

**IF YOU WANT TO OBJECT TO THE
SETTLEMENT, COMPLETE, DATE, AND SIGN THIS
FORM AND MAIL OR DELIVER IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN [response deadline]:**

Justina Balderrama v Omni Enterprises, Inc.

c/o Settlement Administrator

[settlement administrator address]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. 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 get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____

(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

EXHIBIT 9

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EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Justina Balderrama v. Omni Enterprises, Inc.

Case Number 30-2022-01256174-CU-OE-CXC

Superior Court of the State of California for the County of Orange

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Omni Enterprises, Inc. (“Defendant”) arising out of its compensation practices during the period from April 22, 2018, through May 13, 2024 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

Deleted: the earliest of 90 days after the date of mediation or the date of preliminary approval of the settlement

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. **Additionally, according to Defendant’s records, you worked [REDACTED] pay periods for Defendant during the PAGA Period. Accordingly, your share of the PAGA portion of the Settlement is currently estimated to be \$ [REDACTED].**

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.
claims@ilymgroupclassaction.com
(888) 250-6810
14751 Plaza Drive, Suite J
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

EXHIBIT 10

EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Justina Balderrama v. Omni Enterprises, Inc.

Case Number 30-2022-01256174-CU-OE-CXC

Superior Court of the State of California for the County of Orange

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Omni Enterprises, Inc. (“Defendant”) arising out of its compensation practices during the period from April 22, 2018, through May 13, 2024 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. **Additionally, according to Defendant’s records, you worked [REDACTED] pay periods for Defendant during the PAGA Period. Accordingly, your share of the PAGA portion of the Settlement is currently estimated to be \$ [REDACTED],**

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.
claims@ilymgrouppclassaction.com
(888) 250-6810
14751 Plaza Drive, Suite J
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

EXHIBIT 11

Deleted: MELMED LAW GROUP, P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
Laura M. Supanich (SBN 314805)
lms@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828
Facsimile: (310) 862-6851
Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

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

JUSTINA BALDERRAMA, an individual,
on behalf of herself, the State of California,
as a private attorney general, and on behalf
of all others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,
Defendants.

Case No. 30-2022-01256174-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 24, 2025

Time: 2:00 P.M.

Dept: CX104

Judge: Hon. Melissa R. McCormick

Complaint Filed: April 22, 2022

First Amended Complaint Filed: July 19, 2022

Trial Date: None Set

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1 Plaintiff's unopposed Motion for Preliminary Approval of a Class and PAGA
2 Representative Action Settlement came before this Court on July 24, 2025 at 2:00 p.m. in
3 Department CX104, the Honorable Melissa R. McCormick presiding. The Court having considered
4 the papers submitted in support of the application of the parties, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Amended Settlement Agreement and Release of Class Action
8 (the "Settlement Agreement") attached herein as **Exhibit A**. All terms used herein shall have the
9 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement
10 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily
11 approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of ~~\$325,000.00~~;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of
14 **\$7,500.00**;
- 15 c. Court approved attorneys' fees to Class Counsel of up to **\$108,333.33**,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to ~~\$6,950.00~~; and
- 19 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to
20 the California Labor & Workforce Development Agency for its portion of
21 the PAGA penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
24 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
25 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
26 requirements; (d) the claims of the Class Representative are typical of the claims of the proposed
27 Class Members; (e) Class Representative's counsel has and is able to adequately represent the
28 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
treatment of this dispute is superior to individual litigation because common issues predominate

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1 over individual issues for settlement purposes.

2 3. The Settlement falls within the range of reasonableness and appears to be
3 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
4 and final approval by this Court.

5 4. A final fairness hearing on the question of whether the proposed Settlement,
6 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
7 should be finally approved as fair, reasonable and adequate as to the members of the Class is
8 scheduled on the date and time set forth in the implementation schedule in Paragraph 14 below.

9 5. This Court approves, as to form and content, the Notice of Proposed Class and
10 PAGA Representative Action Settlement and Hearing Date for Court Approval ("Class Notice"),
11 attached herein as **Exhibit B**. The Court approves the procedure for Class Members to participate
12 in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement. The
13 Court approves, as to form and content, the Exclusion Form, attached herein as **Exhibit C**, and the
14 Objection Form, attached herein as Exhibit D.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*
24 *employees in California during the Class Period. See Settlement Agreement, at § 1.42. The Class*
25 *Period is defined as the period of time from April 22, 2018, through May 13, 2024. See Settlement*
26 *Agreement, at § 1.10.*

27 9. The Court preliminarily approves for settlement purposes only the PAGA
28 Settlement Class defined as follows: *all individuals who are or were employed by Defendants as*
non-exempt employees in California during the PAGA Period. See Settlement Agreement, at §

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT

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1.33. The PAGA Period is defined as the period from April 22, 2021, through May 13, 2024. See Settlement Agreement, at § 1.31.

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10. All Settlement Class members who do not timely opt out will release those claims that were or reasonably could have been asserted based on the facts alleged in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. No other claims are released other than those claims specifically plead in the operative complaint in the Action.

11. The Court confirms Plaintiff Justina Balderrama as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

13. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards

Deleted: arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period, including claims for: (1) failure to pay minimum wage (Labor Code §§ 1194, 1194.2, 1197); (2) failure to pay overtime wages (Labor Code §§ 510); (3) failure to provide rest periods and pay missed rest period premiums (Labor Code § 226.7); (4) failure to provide meal periods and pay missed meal period premiums (Labor Code §§ 226.7 and 512) (5) failure to maintain accurate employment records (Labor Code § 1174); (6) failure to pay wages timely during employment (Labor Code §§ 204 and 210) (7) failure to pay all wages earned and unpaid at separation (Labor Code §§ 201-203); (8) failure to provide complete and accurate wage statements (Labor Code § 226); (9) unfair business practices based on the foregoing (Business & Professions Code § 17200 *et seq.*); and (10) PAGA civil penalties based on the foregoing and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing

Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[~~60~~ days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[~~60~~ days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Class Counsel and Defense Counsel with Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	February 5, 2025 at 2:00 p.m.

15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

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(the Court's first available date after January 25, 2025)

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Dated: _____

Hon. Melissa R. McCormick
Judge of the Superior Court, Orange County

EXHIBIT 12

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6 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF ORANGE**

8 JUSTINA BALDERRAMA, an individual,
9 on behalf of herself, the State of California,
10 as a private attorney general, and on behalf
11 of all others similarly situated,

12 Plaintiff,

13 v.

14 OMNI ENTERPRISES, INC., a California
15 Corporation; and DOES 1 TO 50,

16 Defendants.
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Case No. 30-2022-01256174-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 24, 2025

Time: 2:00 P.M.

Dept: CX104

Judge: Hon. Melissa R. McCormick

Complaint Filed: April 22, 2022

First Amended Complaint Filed: July 19, 2022

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class and PAGA
2 Representative Action Settlement came before this Court on July 24, 2025 at 2:00 p.m. in
3 Department CX104, the Honorable Melissa R. McCormick presiding. The Court having considered
4 the papers submitted in support of the application of the parties, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Amended Settlement Agreement and Release of Class Action
8 (the "Settlement Agreement") attached herein as **Exhibit A**. All terms used herein shall have the
9 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement
10 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily
11 approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$325,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of
14 **\$7,500.00**;
- 15 c. Court approved attorneys' fees to Class Counsel of up to **\$108,333.33**,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to **\$6,950.00**; and
- 19 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to
20 the California Labor & Workforce Development Agency for its portion of
21 the PAGA penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
24 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
25 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
26 requirements; (d) the claims of the Class Representative are typical of the claims of the proposed
27 Class Members; (e) Class Representative's counsel has and is able to adequately represent the
28 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
treatment of this dispute is superior to individual litigation because common issues predominate

1 over individual issues for settlement purposes.

2 3. The Settlement falls within the range of reasonableness and appears to be
3 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
4 and final approval by this Court.

5 4. A final fairness hearing on the question of whether the proposed Settlement,
6 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
7 should be finally approved as fair, reasonable and adequate as to the members of the Class is
8 scheduled on the date and time set forth in the implementation schedule in Paragraph 14 below.

9 5. This Court approves, as to form and content, the Notice of Proposed Class and
10 PAGA Representative Action Settlement and Hearing Date for Court Approval ("Class Notice"),
11 attached herein as **Exhibit B**. The Court approves the procedure for Class Members to participate
12 in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement. The
13 Court approves, as to form and content, the Exclusion Form, attached herein as **Exhibit C**, and the
14 Objection Form, attached herein as **Exhibit D**.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*
24 *employees in California during the Class Period. See Settlement Agreement, at § 1.42. The Class*
25 *Period is defined as the period of time from April 22, 2018, through May 13, 2024. See Settlement*
26 *Agreement, at § 1.10.*

27 9. The Court preliminarily approves for settlement purposes only the PAGA
28 Settlement Class defined as follows: *all individuals who are or were employed by Defendants as*
non-exempt employees in California during the PAGA Period. See Settlement Agreement, at §

1 1.33. The PAGA Period is defined as the period from April 22, 2021, through May 13, 2024. *See*
2 Settlement Agreement, at § 1.31.

3 10. All Settlement Class members who do not timely opt out will release those claims
4 that were or reasonably could have been asserted based on the facts alleged in the operative
5 complaint and/or PAGA notice to the California Labor and Workforce Development Agency that
6 arose during the Class Period and/or PAGA Period, including claims for: **(1)** failure to pay
7 minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the
8 applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor
9 Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide
10 compliant rest periods and pay missed rest break premiums in violation of Labor Code section
11 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and
12 pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the
13 applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation
14 of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of
15 Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation
16 of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage
17 statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or
18 otherwise unlawful business practices based on the foregoing in violation of California's Unfair
19 Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the
20 foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(11)** all claims for liquidated
21 damages, penalties, interest, fees, costs based on the foregoing. No other claims are released other
22 than those claims specifically plead in the operative complaint in the Action.

23 11. The Court confirms Plaintiff Justina Balderrama as Class Representative, and
24 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

25 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

26 13. To facilitate administration of the Settlement pending final approval, the Court
27 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
28 administrative proceedings (including filing claims with the Division of Labor Standards

Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Class Counsel and Defense Counsel with Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	February 5, 2025 at 2:00 p.m.

15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Melissa R. McCormick
Judge of the Superior Court, Orange County

EXHIBIT 13

Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, July 11, 2025 at 12:58:00 PM Pacific Daylight Time
From: DIR PAGA Unit
To: rachel@melmedlaw.com

07/11/2025 12:57:33 PM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, July 11, 2025, I served the foregoing document(s) described as:

**SUPPLEMENTAL DECLARATION OF JONATHAN MELMED IN SUPPORT OF
MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

By causing a true copy thereof to be served on the following parties and/or individuals:

Darius G. Adli, Esq.
adli@adlilaw.com

Anne Leith
anne-leith.matlock@adlilaw.com

Lorena Rodriguez
lorena.rodriguez@adlilaw.com
ADLI LAW GROUP, P.C.
520 South Grand Ave., Suite 695
Los Angeles, California 90071
Telephone: (213) 623-6546
Facsimile: (213) 623-6554

[XX]BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused sue document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 11, 2025, in San Diego, California.



Rachel Bray