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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**

**SECOND 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. A true and correct copy of the Fully Executed Amended Settlement Agreement is
8 attached hereto as **Exhibit 1**.

9 3. A true and correct copy of the certified Spanish translation of the Class Notice is
10 attached hereto as **Exhibit 2**.

11 4. Plaintiff served the LWDA the Fully Executed Amended Settlement Agreement. A
12 true and correct copy of the proof of service is attached hereto as **Exhibit 3**.

13 I declare under penalty of perjury under the laws of the state of California that the foregoing
14 is true and correct this on 17th day of July 2025, at Los Angeles, California.

15
16 By:


Jonathan Melmed, Esq.

Exhibit 1

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

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

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

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Attorneys for Defendant Omni Enterprises, Inc.

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.)

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.

1.10. CLASS PERIOD

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

1.11. CLASS REPRESENTATIVE

“Class Representative” shall mean Plaintiff Justina Balderrama.

1.12. CLASS SETTLEMENT

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

1.13. COMPLAINT

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

1.14. COURT

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

1.15. DEFENDANT

“Defendant” shall mean Defendant Omni Enterprises, Inc.

1.16. DEFENSE COUNSEL

“Defense Counsel” shall mean the attorneys representing Defendant.

1.17. EFFECTIVE DATE

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

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

1.23. HEARING ON PRELIMINARY APPROVAL

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

1.24. INCENTIVE AWARD

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

1.25. INDIVIDUAL SETTLEMENT AMOUNT

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

1.26. LWDA

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

1.27. NET SETTLEMENT AMOUNT

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

1.28. OPT OUT

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

1.29. OPT-OUTS

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

1.30. PAGA PAYMENT

“PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment 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 PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (l)(2).

1.31. PAGA PERIOD

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

1.32. PAGA RELEASED CLAIMS

“PAGA Released Claims” shall mean any and all claims that are pled in the Action for civil penalties under PAGA, including: 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 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.

1.33. PAGA SETTLEMENT CLASS

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

1.34. PARTIES

“Parties” shall mean Plaintiff and Defendant.

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

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.

1.43. SHARE FORM

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

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1. PLAINTIFF’S CLAIMS

Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California, has alleged the following violations: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(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 Wage Order; **(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); and **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–2699.6).

2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a dozen telephonic conferences with Plaintiff; **(b)** inspection and analysis of hundreds of pages of documents and other information produced by Plaintiff and Defendant; **(c)** analysis of employment 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

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.

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

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

6. SETTLEMENT ADMINISTRATION

6.1. COSTS AND EXPENSES

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

PAGA Settlement Class, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is estimated to be \$6,950.00.

6.2. PAYMENT BY DEFENDANT

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

7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS

7.1. THE SETTLEMENT ADMINISTRATOR

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

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

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

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

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.

8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR CLASS PARTICIPANTS

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

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

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

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment 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 PAGA Settlement Class.

The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed 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).

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

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,

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

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

11.4. CIRCULAR 230 DISCLAIMER

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

12. DUTIES OF THE PARTIES

12.1. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such 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.

13.18. ACTION TO ENFORCE AGREEMENT

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

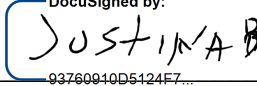
14. EXECUTION

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

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 7/11/2025

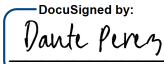
DocuSigned by:

 93760940D5424F7...
 Justina Balderrama
 Plaintiff and Class Representative

DEFENDANT:

Dated: 7/16/2025

Omni Enterprises, Inc.

Dante Perez

By: 
 8DA6D304729A4C7...

Title: CEO

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: July 11, 2025

Melmed Law Group P.C.


 Jonathan Melmed
 Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

Dated: July 11, 2025

Adli Law Group, P.C.



Anne-Leith Matlock
Anne-Leith Matlock
Attorneys for Defendant

Exhibit 2

Certification of Translation Accuracy

Translation of **Document** from **English** to **Spanish**

As an authorized representative of RushTranslate, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified and competent professional translator, fluent in the above-mentioned language pair and that, in my best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. I do not make any claims or guarantees about the authenticity or content of the original document. Further, RushTranslate assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.



Mike Bortscheller
Authorized Representative
Order Date: July 11, 2025

RushTranslate
640 South Fourth Street
Suite 300
Louisville, KY 40202
United States



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ANEXO 1

Aviso de Propuesta de Acuerdo de Demanda Colectiva y de PAGA

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8 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**
9 **PARA EL CONDADO DE ORANGE**
10

11 JUSTINA BALDERRAMA, una persona
12 individual, en nombre propio, del Estado de
13 California como abogada privada general, y en
14 nombre de todas las demás personas en situación
15 similar,
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18 Demandante,
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21 v.
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23 OMNI ENTERPRISES, INC., una Corporación
24 de California; y DOES 1 A 50,
25

26 Demandados.
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Numero de Caso: 30-2022-01256174-CU-OE-
CXC

**Aviso de Propuesta de Acuerdo de Demanda
Colectiva y Representativa bajo PAGA**

Un tribunal ha autorizado este aviso. Este no es una solicitud de un abogado.

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y REPRESENTATIVA BAJO PAGA

Usted puede ser elegible para recibir un pago del acuerdo. Por favor, lea este aviso detenidamente.

Se ha alcanzado un acuerdo propuesto de demanda colectiva (el “Acuerdo”) entre: **(1)** la Demandante Justina Balderrama (“Demandante”), en forma individual, en calidad representativa en nombre de un grupo de posibles miembros de la colectiva definido más abajo, y como abogada privada general en nombre del Estado de California; y **(2)** el Demandado Omni Enterprises, Inc. (“Demandado”). El Acuerdo resuelve reclamos disputados contra el Demandado que surgen de sus prácticas de compensación durante el período comprendido entre el 22 de abril de 2018 y el 13 de mayo de 2024 (el “Período de la Colectiva”), aplicables a todas las personas que hayan sido o estén empleadas por los Demandados como empleados no exentos en California durante el Período de la Colectiva (“Miembros de la Colectiva”).

El Tribunal ha otorgado aprobación preliminar del Acuerdo y ha ordenado el envío de este aviso porque usted podría tener derecho a recibir dinero bajo el Acuerdo y porque el Acuerdo afecta sus derechos legales.

NO SE NECESITA REALIZAR NINGUNA ACCIÓN PARA RECIBIR DINERO BAJO EL ACUERDO: Si usted es un Miembro de la Colectiva (según se define anteriormente) y recibió este aviso, está automáticamente incluido en el Acuerdo y no necesita tomar ninguna acción adicional para recibir un pago. Si acepta su monto del acuerdo, usted renunciará a los reclamos descritos a continuación.

DESCRIPCIÓN DE LA DEMANDA

La Demandante, en forma individual, en su calidad representativa en nombre de los Miembros de la Colectiva, y como abogada privada general en nombre del Estado de California, está llevando una demanda contra el Demandado ante el Tribunal Superior del Estado de California para el Condado de Orange en el caso *Justina Balderrama v. Omni Enterprises, Inc.*, número de caso **30-2022-01256174-CU-OE-CXC** (la “Demanda”). La Demanda busca una compensación por las siguientes supuestas acciones del Demandado: **(1)** no pagar el salario mínimo por todas las horas

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trabajadas; (2) no pagar correctamente las horas extra; (3) no proporcionar períodos de descanso conforme a la ley y no pagar primas por descansos no otorgados; (4) no proporcionar períodos de comida conforme a la ley y no pagar primas por comidas no otorgadas; (5) no mantener registros de empleo precisos; (6) no pagar salarios a tiempo durante el empleo; (7) no pagar todos los salarios debidos al momento de la separación; (8) no proporcionar recibos de sueldo completos y exactos; y (9) prácticas comerciales engañosas, fraudulentas o ilegales basadas en lo anterior, en violación de la Ley de Competencia Desleal de California.

El Demandado niega toda responsabilidad, niega todas las alegaciones de la Demanda y ha presentado diversas defensas frente a los reclamos. El Demandado sostiene que cumplió completamente con todas las leyes laborales aplicables y argumenta que no corresponden sanciones civiles bajo PAGA. El Demandado también niega que la Demanda sea apta para certificación como colectiva.

El Tribunal no se ha pronunciado sobre los méritos de la Demanda. Al aprobar el Acuerdo y emitir este aviso, el Tribunal *no* está indicando qué parte ganaría o perdería el caso si se llevara a juicio ni si los reclamos son adecuados para certificación colectiva.

Bajo el Acuerdo, se certificará bajo la ley de California la siguiente colectiva del acuerdo: *todas las personas que hayan sido o estén empleadas por los Demandados como empleados no exentos en California durante el Período de la Colectiva.* El “Período de la Colectiva” se define como el período comprendido entre el 22 de abril de 2018 y el 13 de mayo de 2024. El Acuerdo establece un monto bruto del acuerdo de \$325,000.00, una parte del cual se distribuirá a los Miembros de la Colectiva proporcionalmente según el número de semanas trabajadas durante el Período de la Colectiva en relación con el total de semanas trabajadas por todos los Miembros de la Colectiva. A cambio de su parte del monto del acuerdo, se considerará que todos los Miembros de la Colectiva participantes han liberado al Demandado de responsabilidad conforme a los términos descritos en este aviso.

En [la fecha de aprobación preliminar del acuerdo], el Tribunal aprobó preliminarmente el Acuerdo y certificó condicionalmente la colectiva del acuerdo. Este aviso se le envía porque los

registros del Demandado indican que usted trabajó para el Demandado durante el Período de la Colectiva y cumple con la definición requerida para ser tratado como Miembro de la Colectiva.

SI USTED TODAVÍA ESTÁ EMPLEADO POR EL DEMANDADO, ESTE ACUERDO NO AFECTARÁ SU EMPLEO.

La ley de California prohíbe estrictamente las represalias. Además, el Demandado tiene prohibido por ley tomar cualquier acción adversa o de cualquier otra forma dirigirse, tomar represalias o discriminar a cualquier Miembro de la Colectiva debido a su participación o decisión de no participar en el Acuerdo.

TÉRMINOS DEL ACUERDO

El Demandado ha aceptado pagar \$325,000.00 (el “Monto Bruto del Acuerdo”) para resolver los reclamos en la Demanda. Las Partes acordaron los siguientes pagos del Monto Bruto del Acuerdo:

1. **Costos de Administración del Acuerdo.** El Tribunal ha aprobado a ILYM Group, Inc. para actuar como el “Administrador del Acuerdo,” quien está enviando este aviso a usted y realizará muchas otras funciones relacionadas con el Acuerdo. Según el Acuerdo, se pagarán hasta \$6,950.00 del Monto Bruto del Acuerdo para cubrir los Costos de Administración del Acuerdo.
2. **Honorarios y Gastos de los Abogados.** Los Abogados de la Colectiva han estado litigando la Demanda en representación de los Miembros de la Colectiva sobre la base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han estado cubriendo todos los costos y gastos del litigio. Hasta la fecha, las Partes han litigado activamente muchos aspectos del caso, incluida la investigación, los esfuerzos de conciliación y una sesión completa de mediación de un día. El Tribunal determinará el monto real que se otorgará a los Abogados de la Colectiva como honorarios de abogado, los cuales se pagarán del Monto Bruto del Acuerdo. Los Miembros de la Colectiva no son personalmente responsables por ninguno de los honorarios ni gastos de los Abogados de la Colectiva. Los Abogados de la Colectiva solicitarán honorarios equivalentes a un tercio del Monto Bruto del Acuerdo (es decir, \$108,333.33) como compensación razonable por el trabajo realizado y que continuarán realizando en la Demanda. Los Abogados de la Colectiva también

solicitarán el reembolso de hasta \$20,000.00 por los costos incurridos en relación con la Demanda.

3. **Pago de Servicio a la Representante de la Colectiva.** Los Abogados de la Colectiva solicitarán al Tribunal que otorgue un pago de servicio a la Demandante por un monto de \$7,500.00 a favor de Justina Balderrama para compensarla por sus esfuerzos en nombre de los Miembros de la Colectiva en la Demanda, incluyendo su ayuda en la investigación, consultas con los Abogados de la Colectiva y la entrega de documentos clave a los Abogados de la Colectiva. La Demandante también podría recibir una parte del Acuerdo como Miembro de la Colectiva.
4. **Pago PAGA.** Las Partes han acordado una suma razonable a pagar en conciliación de los reclamos bajo PAGA incluidos en la Demanda, la cual asciende a \$20,000.00. El Pago PAGA debe ser aprobado por el Tribunal conforme a la sección 2699 del Código Laboral y se distribuirá de la siguiente manera: setenta y cinco por ciento (75%) (es decir, \$15,000.00) al LWDA y veinticinco por ciento (25%) (es decir, \$5,000.00) a las personas que entren en la definición de “empleado agraviado” para efectos del Acuerdo (es decir, todas las personas que hayan sido o estén empleadas por los Demandados como empleados no exentos en California durante el Período PAGA). El “Período PAGA” se define para estos fines como el período del 22 de abril de 2021 al 13 de mayo de 2024.

Después de deducir los montos anteriores, el saldo del monto del acuerdo constituirá el “Monto Neto del Acuerdo” para ser distribuido a los Miembros de la Colectiva.

DISTRIBUCIÓN DEL ACUERDO A LOS MIEMBROS DE LA COLECTIVA

Cada Miembro elegible de la Colectiva que no solicite ser excluido del Acuerdo será considerado un “Participante de la Colectiva” y recibirá una parte del Monto Neto del Acuerdo, el cual se distribuirá de forma proporcional basada en el número relativo de semanas trabajadas por cada Miembro de la Colectiva durante el Período de la Colectiva (el “Monto Individual del Acuerdo”). Si algún Miembro de la Colectiva solicita ser excluido del Acuerdo, su parte será distribuida entre los Participantes restantes de la Colectiva.

1 El veinte por ciento (20%) de cada Monto Individual del Acuerdo constituirá un pago en
2 forma de salarios (y a cada Participante de la Colectiva se le emitirá un Formulario W-2 del IRS
3 [Servicio de Impuestos Internos] por dicho pago), y el ochenta por ciento (80%) de cada Monto
4 Individual del Acuerdo constituirá sanciones e intereses (y se le emitirá a cada Participante de la
5 Colectiva un Formulario 1099 del IRS por dicho pago).
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8 El Demandado, o sus representantes, deberán realizar todas las deducciones habituales y de
9 ley de los pagos del Monto Individual del Acuerdo que se distribuyan como salarios, incluyendo,
10 entre otras, retenciones de impuestos estatales y federales, primas por discapacidad y primas de
11 seguro por desempleo. No se realizarán deducciones del monto distribuido por intereses o sanciones;
12 sin embargo, dicho monto se reportará como ingreso en el Formulario 1099 del IRS. Los
13 Participantes de la Colectiva son responsables del tratamiento fiscal adecuado de su Monto Individual
14 del Acuerdo. El Administrador del Acuerdo, el Demandado y sus abogados, así como los Abogados
15 de la Colectiva, no pueden brindar asesoramiento fiscal. Por lo tanto, los Miembros de la Colectiva
16 deben consultar con sus asesores fiscales sobre las consecuencias y el tratamiento fiscal de los pagos
17 que reciban bajo el Acuerdo.
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20 Las semanas laborales trabajadas por usted para el Demandado durante el Período de la
21 Colectiva se calcularán con base en los registros del Demandado. Si usted considera que no se le
22 acreditó el número correcto de semanas laborales trabajadas durante el Período de la Colectiva, puede
23 presentar pruebas al Administrador del Acuerdo a más tardar el [Plazo de Respuesta], con
24 documentación que respalde el número de semanas laborales que afirma usted haber trabajado
25 durante el Período de la Colectiva. **La documentación enviada al Administrador del Acuerdo no
26 será devuelta ni conservada, por lo que no debe enviar originales.** Las Partes y el Administrador
27 del Acuerdo evaluarán con prontitud las pruebas presentadas y discutirán de buena fe cuántas
28 semanas laborales deben ser acreditadas. El Administrador del Acuerdo tomará la decisión final
29 respecto al número de semanas acreditadas e informará el resultado al Participante de la Colectiva.
30 Las Partes deberán presentar al Tribunal todas las disputas presentadas por los Miembros de la
31 Colectiva, la evidencia enviada y la resolución de dichas disputas. Aunque el Administrador del
Acuerdo podrá tomar la decisión inicial respecto a disputas sobre semanas laborales, el Tribunal

1 podrá revisar cualquier decisión tomada por el Administrador del Acuerdo en relación con dicha
2 disputa. Si usted no está satisfecho con la decisión, puede presentar una objeción, como se explica
3 más adelante.
4

5 Los cheques del acuerdo serán enviados por correo a todos los Participantes de la Colectiva
6 después de que el Tribunal otorgue la aprobación final del Acuerdo y se dicte sentencia.
7

8 **LA RENUNCIA A RECLAMOS**

9 Si el Tribunal aprueba el Acuerdo, el Tribunal dictará sentencia y el Acuerdo vinculará a
10 todos los Participantes de la Colectiva. Los Participantes de la Colectiva quedarán entonces
11 impedidos de presentar cualquier “Reclamo Renunciado” contra las “Partes Liberadas,” según se
12 definen estos términos a continuación.
13

14 Las “Partes Liberadas” son el Demandado y todas las subsidiarias, afiliadas, accionistas,
15 miembros, agentes, predecesores, sucesores y cesionarios del Demandado.
16

17 Los “Reclamos Renunciados de la Colectiva” son aquellos reclamos que fueron o que
18 razonablemente podrían haber sido presentados con base en los hechos alegados en la demanda
19 vigente y/o en la notificación de PAGA a la Agencia de Desarrollo de la Fuerza Laboral de
20 California, que surgieron durante el Período de la Colectiva y/o el Período PAGA, incluyendo
21 reclamos por: **(1)** no pagar el salario mínimo por todas las horas trabajadas en violación de las
22 secciones 1194 y 1194.2 del Código Laboral y la(s) Orden(es) Salarial(es) aplicable(s) de la IWC; **(2)**
23 no pagar correctamente las horas extra en violación de las secciones 510, 1197 y 1198 del Código
24 Laboral y la(s) Orden(es) Salarial(es) aplicable(s) de la IWC; **(3)** no proporcionar períodos de
25 descanso conforme a la ley ni pagar primas por descansos no otorgados en violación de la sección
26 226.7 del Código Laboral y la(s) Orden(es) Salarial(es) aplicable(s) de la IWC; **(4)** no proporcionar
27 períodos de comida conforme a la ley ni pagar primas por comidas no otorgadas en violación de las
28 secciones 226.7 y 512 del Código Laboral y la(s) Orden(es) Salarial(es) aplicable(s) de la IWC; **(5)**
29 no mantener registros laborales precisos en violación de la sección 1174 del Código Laboral; **(6)** no
30 pagar salarios puntualmente durante el empleo en violación de las secciones 204 y 210 del Código
31 Laboral; **(7)** no pagar todos los salarios debidos al momento de la separación en violación de las
secciones 201, 202 y 203 del Código Laboral; **(8)** no proporcionar recibos de sueldo completos y

1
2 precisos en violación de las secciones 226 y 226.3 del Código Laboral; **(9)** prácticas comerciales
3 engañosas, fraudulentas o ilegales basadas en lo anterior en violación de la Ley de Competencia
4 Desleal de California (Código de Negocios y Profesiones, §§ 17200–17210); **(10)** sanciones legales
5 derivadas de lo anterior conforme a PAGA (Código Laboral, §§ 2698-2699.6); y **(11)** todos los
6 reclamos por daños liquidados, sanciones, intereses, honorarios y costos derivados de lo anterior. No
7 se renuncian otros reclamos más allá de aquellos específicamente alegados en la demanda vigente de
8 la Demanda.
9

10
11 El Acuerdo *no* libera al Demandado ni a ninguna persona, parte o entidad de los reclamos, si
12 existieran, por parte de los Miembros de la Colectiva relacionados con compensación laboral, seguro
13 de desempleo o beneficios por discapacidad de cualquier naturaleza. Tampoco libera ningún reclamo,
14 demanda o causa de acción que los Miembros de la Colectiva puedan tener bajo estatutos estatales o
15 federales de discriminación, incluidos, entre otros, la Ley de Empleo y Vivienda Justa de California
16 (Código Gubernamental, §§ 12900–12996); la Ley de Derechos Civiles Unruh (Código Civil, § 51);
17 la Constitución de California; el Título VII de la Ley de Derechos Civiles de 1964 (42 U.S.C. § 2000
18 y siguientes); la Ley de Estadounidenses con Discapacidades (42 U.S.C. § 12101 y siguientes); la
19 Ley de Seguridad de Ingreso para la Jubilación de los Empleados de 1974 (29 U.S.C. § 1001 y
20 siguientes); y todas sus reglamentaciones e interpretaciones aplicables.
21

22
23 Los Miembros de la Colectiva que no soliciten ser excluidos del Acuerdo se considerará que
24 han reconocido y aceptado que sus reclamos por salarios y sanciones en la Demanda son disputados,
25 y que los pagos del Acuerdo constituyen el pago de todas las sumas supuestamente adeudadas. Se
26 considerará que los Miembros de la Colectiva han reconocido y aceptado que la sección 206.5 del
27 Código Laboral de California no es aplicable a los pagos del Acuerdo. Dicha sección dispone en parte
28 lo siguiente:
29

30
31 “Un empleador no deberá requerir la firma de una renuncia a un reclamo o derecho
por salarios adeudados, por devengarse, o pagados como anticipo de salarios a
devengarse, a menos que se haya realizado el pago de dichos salarios.”

1 Los “Reclamos Renunciados bajo PAGA” son todos y cada uno de los reclamos alegados en
2 la Demanda por sanciones civiles bajo PAGA, incluyendo: no pagar salarios mínimos por todas las
3 horas trabajadas, no pagar horas extra, no otorgar descansos pagados ni pagar primas por descansos
4 no otorgados, no otorgar períodos de comida ni pagar primas por comidas no otorgadas, no pagar
5 salarios puntualmente durante el empleo, no pagar salarios puntuales al finalizar la relación laboral,
6 no proporcionar recibos de salario precisos y detallados, no pagar licencia por enfermedad, y
7 violaciones de registros, conforme a las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256,
8 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5 y 1199 del Código Laboral.
9

10 Los Miembros de la Colectiva bajo el acuerdo PAGA no tendrán derecho ni posibilidad de
11 excluirse de la parte del presente Acuerdo que libera los Reclamos Renunciados bajo PAGA.
12

13 SUS OPCIONES

14 NO HACER NADA Y RECIBIR SU PARTE DEL ACUERDO

15 Si usted no hace nada, quedará automáticamente incluido como Participante de la Colectiva
16 en el Acuerdo y recibirá un pago del acuerdo. *No* necesita tomar ninguna otra acción para recibir su
17 pago del acuerdo. Sin embargo, es responsabilidad de todos los Miembros de la Colectiva asegurarse
18 de que el Administrador del Acuerdo tenga registrada su dirección actual, o podría no recibir
19 información importante o su pago del acuerdo. El monto estimado de su pago del acuerdo, si usted no
20 hace nada, se incluye en el *Formulario Adjunto de Participación en el Acuerdo de la Colectiva*.
21

22 SOLICITAR EXCLUSIÓN DE LA COLECTIVA Y DEL ACUERDO

23 Si usted **no** desea formar parte de la porción colectiva del Acuerdo (el “Acuerdo de la
24 Colectiva”), puede excluirse (es decir, optar por no participar en el Acuerdo de la Colectiva)
25 enviando al Administrador del Acuerdo un Formulario de Exclusión completado, adjunto a este
26 Aviso, a más tardar el [Plazo de Respuesta], que solicite específicamente ser excluido del Acuerdo de
27 la Colectiva en este caso.
28

29 Envíe la solicitud de exclusión directamente al Administrador del Acuerdo a la siguiente
30 dirección, **a más tardar el [Plazo de Respuesta]**:
31

ILYM Group, Inc.
P.O. Box 2031
Tustin, California 92781

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Toda persona que presente una solicitud de exclusión oportuna del Acuerdo de la Colectiva dejará de ser Miembro de la Colectiva una vez recibida, se le prohibirá participar en el Acuerdo de la Colectiva, y no recibirá beneficios de la porción colectiva del Acuerdo. Si usted desea confirmar la recepción de su solicitud de exclusión, por favor envíela por correo certificado de Estados Unidos, con acuse de recibo, o comuníquese con el Administrador del Acuerdo.

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Importante: Los Miembros de la Colectiva que soliciten exclusión de manera válida y oportuna del Acuerdo de la Colectiva *no* serán excluidos de su parte correspondiente del Pago PAGA ni de la liberación de Reclamos Renunciados bajo PAGA. Solicitar exclusión del Acuerdo de la Colectiva aplica únicamente al derecho del Miembro de la Colectiva a participar en la porción colectiva del Acuerdo y a los Reclamos Renunciados de la Colectiva, y no afecta su derecho a recibir el Pago PAGA ni la liberación de los Reclamos Renunciados bajo PAGA. Si usted solicita exclusión del Acuerdo de la Colectiva, aun así tendrá derecho a su parte, si corresponde, del Pago PAGA y liberará los Reclamos Renunciados bajo PAGA.

24 25 26 27 28 29 30 31 OBJETAR AL ACUERDO

Usted tiene derecho a objetar los términos del Acuerdo si no solicita su exclusión. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando sujeto a los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte del mismo, puede presentar ante el Administrador del Acuerdo una objeción por escrito usando el Formulario de Objeción adjunto a este Aviso, indicando su nombre, dirección, número de teléfono, fechas de empleo con el Demandado, el nombre y número del caso, cada motivo específico que respalda su objeción y cualquier respaldo legal para cada objeción. Las objeciones por escrito deben enviarse por correo al Administrador del Acuerdo: ILYM Group, Inc., P.O. Box 2031, Tustin, California 92781, a más tardar el [Plazo de Respuesta] para que sean consideradas. **Las objeciones que no incluyan toda la información requerida, o que no se presenten a tiempo, podrían no ser consideradas por el tribunal.**

Si usted elige objetar el Acuerdo, también puede presentarse a hablar en la audiencia de aprobación final y equidad programada para el [Fecha de la Audiencia de Aprobación Final], a las [Hora de la Audiencia de Aprobación Final], en el Departamento [Departamento del Tribunal] del Tribunal Superior del Estado de California para el Condado de Orange, ubicado en [Ubicación del

Tribunal]]. Tiene derecho a comparecer en persona o a través de su propio abogado en dicha audiencia, sin importar si ha presentado o no una objeción por escrito.

Si usted objeta el Acuerdo, seguirá siendo un Miembro de la Colectiva, y si el Tribunal aprueba el Acuerdo, usted recibirá un pago y quedará sujeto a los términos del Acuerdo de la misma manera que los Miembros de la Colectiva que no presenten objeción. Cualquier Miembro de la Colectiva que no objete conforme al procedimiento descrito arriba habrá renunciado a toda objeción al Acuerdo, ya sea por apelación u otro medio.

El Tribunal podría, en el momento de la audiencia de aprobación final y equidad, establecer ciertos requisitos de distanciamiento social o procedimientos para asistir a las audiencias. Si usted desea objetar el Acuerdo compareciendo en la audiencia, puede comunicarse con los Abogados de la Colectiva, cuya información se proporciona a continuación, para obtener más información sobre los procedimientos actuales del Tribunal. También puede consultar el sitio web del Tribunal para obtener la información más actualizada.

CÓMO ACTUALIZAR O CAMBIAR SU DIRECCIÓN

Si usted se muda después de recibir este aviso o si el mismo fue mal dirigido, comuníquese con el Administrador del Acuerdo, ILYM Group, Inc., al (888) 250-6810 o por correo electrónico a claims@ilymgroupleclassaction.com lo antes posible. **Esto es importante para asegurarse de que reciba futuros avisos y/o el pago del Acuerdo.**

AVISO DE SENTENCIA FINAL SI EL ACUERDO ES APROBADO

Dentro de los siete (7) días después de que el Tribunal lleve a cabo una audiencia de aprobación final y equidad y dicte una orden final aprobando el Acuerdo (si decide hacerlo), el Administrador del Acuerdo publicará una copia de dicha orden y sentencia final en su sitio web en la siguiente dirección:

[URL específica del caso (a ser proporcionada por el Administrador del Acuerdo)]

SI EL ACUERDO NO ES APROBADO

Si el Acuerdo no es aprobado por el Tribunal, o si alguna de sus condiciones no se cumple, el Acuerdo podrá anularse, en cuyo caso no se pagará dinero alguno y el caso volverá a litigio. Si eso ocurre, no hay garantía de: (1) que el tribunal certifique la colectiva; (2) que una decisión en juicio

favorezca a los Miembros de la Colectiva; (3) que una decisión favorable, si la hubiera, sea tan beneficiosa a los Miembros de la Colectiva como el Acuerdo; o (4) que cualquier decisión favorable sea confirmada si se presenta una apelación.

PREGUNTAS O COMENTARIOS

POR FAVOR, NO LLAME NI SE COMUNIQUE CON EL TRIBUNAL. Si usted tiene preguntas sobre el acuerdo, puede comunicarse con el Administrador del Acuerdo al: **(888) 250-6810** o por correo electrónico a claims@ilymgroupleclassaction.com. También puede comunicarse con los Abogados de la Colectiva a las direcciones o números de teléfono indicados a continuación. El Administrador del Acuerdo publicará todos los documentos relevantes en su sitio web, ubicado en [sitio web], incluyendo la Demanda Vigente, las notificaciones de PAGA a la LWDA, el Acuerdo, el Aviso de la Colectiva y los formularios relacionados, la Orden de Aprobación Preliminar, la Orden de Aprobación Final y la Sentencia Final. La Sentencia Final permanecerá publicada durante al menos 180 días.

Abogados que representan a la Demandante y a los Miembros de la Colectiva

MELMED LAW GROUP P.C.

Jonathan Melmed

jm@melmedlaw.com

Laura Supanich

lms@melmedlaw.com

1801 Century Park East, Suite 850

Los Ángeles, California 90067

Teléfono: (310) 824-3828

Fax: (310) 862-6851

Exhibit 3

Subject: Thank you for your Other Response or Document Submission
Date: Thursday, July 17, 2025 at 9:00:17 AM Pacific Daylight Time
From: DIR PAGA Unit
To: alma@melmedlaw.com

07/17/2025 09:00:04 AM

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

Item submitted: Other Response or Document Submission

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 17, 2025, I served the foregoing document(s) described as:

**SECOND 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

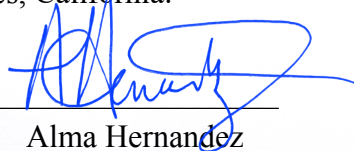
Anne Leith
anne-leith.matlock@adlilaw.com

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 17, 2025, in Los Angeles, California.


Alma Hernandez