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Attorneys for Plaintiff
MARIA CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

MARIA CORONA, individually, and on
behalf of others similarly situated, and as an
aggrieved employee pursuant to the California
Private Attorneys General;

Plaintiff,

vs.

TRISH MCEVOY LTD., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV21904

*Assigned for All Purposes to: Hon. Timothy
Patrick Dillon, Dept. 15*

CLASS ACTION

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: December 8, 2025

Hearing Time: 10:00 a.m.

Dept: 15

Complaint Filed: July 16, 2022

Trial Date: None Set

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1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with the Protection Law Group, LLP, counsel of record for Plaintiff MARIA CORONA (“Plaintiff”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions, including some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews of hundreds of putative class members, as well as extensive state, federal and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to

1 written discovery; drafting and opposing discovery related motions; arguing discovery related
2 motions; drafting motions to consolidate related matters; interviewing putative class members
3 and obtaining declarations in connection with class certification; drafting oppositions to motions
4 for class certification; drafting motions for decertification following class certification;
5 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the
6 likelihood of prevailing at class certification and potential damages resulting from such claims;
7 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs
8 and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. In short, I played an integral role in all aspects of litigation from the
10 inception of a matter through and beyond class certification.

11 6. During my practice in other jurisdictions and continuing today, I have been
12 primarily devoted to working in employment law and on complex class action and representative
13 litigation and multi-plaintiff work.

14 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
15 of employees against employers in California involving claims relating to violations of the
16 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
17 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
18 The practice of employment law is a very specific, narrow field which requires diligence in an
19 ever-evolving field of substantive and procedural law.

20 8. Although not exhaustive, below is a representative list of several of the wage and
21 hour class actions that I performed substantial work on while I was an attorney with Littler
22 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
23 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class
24 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*
25 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*
26 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
27 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,
28 class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA

(Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class Action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court
2 wage and hour class action appointing Protection Law Group, LLP as class
3 counsel in settlement);
- 4 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior
5 Court wage and hour class action appointing Protection Law Group, LLP as
6 class counsel in settlement);
- 7 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court
8 wage and hour class action appointing Protection law Group, LLP as class
9 counsel in settlement);
- 10 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior
11 Court wage and hour class action appointing Protection Law Group, LLP as
12 class counsel in settlement);
- 13 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior
14 Court wage and hour class action appointing Protection Law Group, LLP as
15 class counsel in settlement);
- 16 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court,
17 Central District of California appointing Protection Law Group, LLP as class
18 counsel in settlement);
- 19 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County
20 Superior Court wage and hour class action appointing Protection Law Group,
21 LLP as class counsel in settlement);
- 22 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
23 Superior Court wage and hour class action appointing Protection Law Group,
24 LLP as class counsel in settlement);
- 25 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court
26 wage and hour class action appointing Protection Law Group, LLP as class
27 counsel in settlement);
- 28 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino

County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as

- class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
 - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group,

- 1 LLP as class counsel in settlement);
- 2 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside
- 3 County Superior Court approving PAGA Settlement);
- 4 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873
- 5 (Los Angeles County Superior Court wage and hour class action appointing
- 6 Protection Law Group, LLP as class counsel in settlement); and
- 7 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County
- 8 Superior Court wage and hour class action appointing Protection Law Group,
- 9 LLP as class counsel in settlement).

10 10. I am fully familiar with the legal and factual issues in this Action and have specific

11 experience litigating complex wage and hour actions as class actions, including employment cases

12 as set forth above.

13 11. Including myself, Protection Law Group includes nine attorneys, all of whom

14 actively and continuously represent plaintiffs in employment class actions and representative

15 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in

16 various Federal courts. Because of the unique history and nature of our practice, all of the

17 attorneys at Protection Law Group have a high level of knowledge and experience in labor and

18 employment law. Besides myself, the following attorneys at Protection Law Group expended

19 significant time in connection with this matter:

- 20 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
- 21 Nayebdadash received his Bachelor of Arts degree from University of California,
- 22 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
- 23 He was admitted to practice law in California in November of 2004, and has been
- 24 admitted to practice in all federal district courts in the State of California. Prior to
- 25 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
- 26 Mendelson, P.C., the largest labor and employment law firm in the United States.
- 27 In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
- 28 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his

1 practice on the representation of employees against employers in California. Mr.
2 Nayebeddash has extensive experience in all aspects of employment litigation,
3 with a focus on wage and hour class and representative action, including, but not
4 limited to taking and defending depositions, briefing and arguing motions,
5 preparing for class certification, negotiating complex wage and hour settlements,
6 trial and appeal.

- 7 b. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam
8 received her Bachelor of Liberal Arts degree from University of California, Los
9 Angeles and a Juris Doctor degree from Pacific Coast University, School of Law.
10 Ms. Sahebghalam was admitted to practice in California in April 2022 and is
11 admitted to practice law in Eastern and Southern Districts of California Federal
12 Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam’s practice
13 focused on representing plaintiffs in individual employment discrimination cases
14 and wage and hour disputes in state and federal court as well as arbitration. After
15 joining Protection Law Group, LLP, Ms. Sahebghalam’s practice has focused
16 solely on the representation of employee plaintiffs in complex wage and hour class
17 and representative actions.

18 12. The Settlement presented here only resulted after having engaged in extensive
19 discovery and investigation and is the product of hard-fought litigation and extensive arms’ length
20 negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable,
21 adequate, and in the best interests of the Class, Class Members, and State of California.

22 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

23 13. Defendant TRISH MCEVOY LTD. (“Defendant”) is a cosmetic and beauty
24 company founded in 1975 that offers a wide range of products such as makeup, brushes and tools,
25 skincare, perfume, and accessories to customers throughout the world. Defendant employs a
26 nationwide team of sales associates and beauty professionals to work in department stores (i.e.,
27 Macy’s, JCPenney, etc.) with brick-and-mortar beauty shops (i.e., ULTA, Blue Mercury, etc.)
28 and directly with customers via online or in-person interaction. Defendant offers products to

customers throughout California. Defendant employed Plaintiff to work as an hourly-paid, non-exempt employee from approximately January 2019, to May 2021. *See also* Declaration of Maria Corona in support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Corona Decl.”) ¶ 2.

14. On April 21, 2022, Plaintiff provided notice to the LWDA and Defendant of her intent to seek civil penalties pursuant to the Private Attorneys General Act (the “PAGA”) for violations of California wage and hour laws. A true and correct copy of Plaintiff’s April 21, 2022, Notice to the LWDA is attached hereto as **Exhibit 1**.

15. On July 6, 2022, Plaintiff filed a class action complaint with the Los Angeles County Superior Court, Case No. 22STCV21904, against Defendant alleging the following ten (10) causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; and (10) Violation of California Business & Professions Code § 17200, *et seq.* Davis Decl.

16. After more than sixty-five (65) days since the mailing for Plaintiff’s PAGA Notice Letter and the LWDA not having indicated that it intended to investigate the violations discussed in the PAGA Notice Letter, on July 6, 2022, Plaintiff filed a Representative Action Complaint, for alleged Violation of California Labor Code section 2699, *et seq.* (the “PAGA Action”) against Defendant Trish McEvoy Ltd. in Los Angeles Superior Court, Case No. 22SMCV01080.

17. On June 10, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) adding an eleventh (11th) cause of action under PAGA.

18. On November 23, 2022, Plaintiff served Defendant with Form Interrogatories-General Set One; Demand for Production of Documents, Set One; and Special Interrogatories, Set One. As part of Plaintiff’s Special Interrogatories, Plaintiff included a proposed *Belaire-West* Notice and emailed the proposed notice to Defendant’s counsel in Word for Defendant’s review and direct input/edit if any.

Mediation Efforts

1 19. Meanwhile, the Parties continued discussions and tentative agreed to attend a
2 global private mediation to potentially resolve the Class Action and PAGA Action. Later, the
3 Parties agreed to attend an all-day mediation on April 17, 2024 with Hon. Daniel J. Buckley
4 (Ret.), a mediator with substantial experience handling wage and hour matters.

5 20. In advance of mediation, Defendant provided Plaintiff's Counsel with extensive
6 informal discovery including all relevant policies and handbooks in place during the Class Period,
7 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the
8 payment of wages and other relevant areas of investigation, a randomly selected 20% sampling
9 of time and payroll data for the putative class, and figures and information regarding the class
10 size and composition. The randomly-selected 20% sampling included records for putative class
11 members who were employed throughout different time periods during the Class Period, that is
12 representative of the Class. With this data for the Class, Plaintiff's Counsel and their retained
13 expert were able to perform a comprehensive damages analysis and estimate Defendant's
14 potential violations, liability, and exposure, including, and not limited to, analyzing time and pay
15 data, considering potential meal period violations, potential rest period violations, potential
16 synthetic meal period recordings, unpaid and rest period premiums, rounding, overtime and
17 premium payments, etc. This discovery and investigation allowed Plaintiff's Counsel to perform
18 a comprehensive damages analysis and estimate Defendant's potential liability on a class and
19 PAGA basis.

20 21. After extensive review of the mediation documents and other information, on
21 April 17, 2024, the Parties attended a full day private global mediation of this action (the "Class
22 Action"), and the wage and hour class action entitled, *Maria Corona v. Trish McEvoy Ltd.*, Los
23 Angeles County Case No. 22SMCV01080 (the "PAGA Action") (collectively, the "Actions"),
24 before the Hon. Daniel J. Buckley (Ret.). At the mediation, the Parties engaged in intensive
25 settlement discussions during which they debated their respective positions and exchanged views
26 regarding the strengths and weaknesses of the alleged claims.

27 22. With the help of the mediator, the Hon. Buckley (Ret.), the Parties were eventually
28 able to reach an agreement to settle the matter on a class and representative basis for a Gross

1 Settlement Amount of \$600,000.00. Thereafter, on May 2, 2024, the Parties executed a
2 Memorandum of Understanding which memorialized the key settlement terms.

3 23. As part of the settlement terms, the Parties have agreed to allow the filing of an
4 amended complaint adding the PAGA Representative claims to the Class Action. Upon the filing
5 of the Amended Complaint, Plaintiff agreed to cause the PAGA Action to be dismissed. and the
6 Parties will pursue approval of the Settlement withing the Class Action (LASC Case No.
7 22STCV21904). On September 17, 2024, Plaintiff filed a Request for Dismissal of the PAGA
8 Action in Los Angeles County Case No. 22SMCV01080.

9 24. On June 10, 2024, in the Class Action, the Parties filed a Joint Stipulation to File
10 a First Amended Complaint.

11 25. On July 11, 2024, Plaintiff sent Defendant a draft of a long form settlement
12 agreement.

13 26. In August 2024, Plaintiff finally received the signed Order back from the Court
14 granting the Parties' Joint Stipulation to File First Amended Complaint.

15 27. On September 17, 2024, and pursuant to the terms of settlement, Plaintiff filed a
16 Request for Dismissal of the PAGA Action, as the claims have now been added to the Class
17 Action. All claims have now been consolidated in the Class Action.

18 28. Over the past several months, the Parties have engaged in diligent efforts to
19 finalize the terms of a comprehensive long-form settlement agreement. During this process,
20 additional issues pertaining to Plaintiff's individual claims arose, prompting extensive discussions
21 and multiple rounds of revisions to address and incorporate those matters into the final agreement
22 to the point that the parties were at a standstill of whether to enforce the MOU originally executed
23 or attempt to work out the remaining issue. The filing of Plaintiff's Motion for Preliminary
24 Approval was delayed due to the length and complexity of these negotiations and the time
25 required to reach consensus among all Parties.

26 29. On August 20, 2025, the Parties filed a Joint Stipulation to request a continuance
27 to allow Plaintiff to file the Motion for Preliminary Approval of Class and PAGA Settlement
28 within fourteen (14) days of the Court's entry of this stipulation.

30. On August 27, 2025, the Court issued an Order extending time Plaintiff to file her Motion for Preliminary Approval until noon on September 10, 2025.

31. While the Parties have made diligent efforts to obtain Defendant's signature, the settlement agreement was not timely executed to meet the Court's September 10, 2025 deadline. Plaintiff reached out to the Court to reserve a date for a Motion for Preliminary Approval and the earliest available date was on December 8, 2025.

32. The Parties worked diligently to negotiate and memorialize the terms of a long form settlement agreement. On September 12, 2025, the Parties entered into a fully executed Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement").

33. Now, following significant investigation into the alleged claims, and lengthy settlement discussions, Plaintiff hereby moves for preliminary approval of the proposed Settlement Agreement and have notified the LWDA of the proposed Agreement.

34. Pursuant to California Labor Code § 2699(1)(2), a copy of the proposed Joint Stipulation of Class Action and PAGA Settlement and Class Notice, as well as information regarding the preliminary approval hearing on this matter, were submitted to the LWDA via online filing at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> on September 15, 2025.

SUMMARY OF THE TERMS OF SETTLEMENT

35. Plaintiff seeks preliminary approval of the proposed Class Action and PAGA Settlement and Class Notice. Attached hereto as **Exhibit 2** is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement (hereinafter "Settlement Agreement" or "Settlement"). A true and correct copy of the proposed Notice of Proposed Class Action Settlement ("Class Notice") is attached to the Settlement Agreement as **Exhibit A**.

36. Plaintiff seeks to provisionally certify the following class for settlement purposes: all current and former hourly paid, non-exempt employees of Trish McEvoy Ltd. who were employed by Trish McEvoy Ltd. in the State of California at any time during the Class Period. *See* Settlement Agreement ¶ 3. The Class Period and release of claims covers the time period from July 6, 2022, through June 16, 2024 ("Class Period"). *See* Settlement Agreement ¶ 8.

1 37. According to information provided to Plaintiff's Counsel by Defendant's Counsel,
2 the proposed Class contains approximately 81 settlement Class Members, which includes
3 approximately 37 PAGA Members.

4 38. Subject to Court approval, the Parties have agreed to settle the Class and PAGA
5 claims at issue in the Action for a non-reversionary Gross Settlement Amount of \$600,000.00.
6 Settlement Agreement ¶¶ 15, 50.

7 39. The Gross Settlement Amount will initially be allocated as follows:

- 8 a. Class Counsel's Attorneys' Fees in an amount of thirty-five percent (35%)
9 of the Gross Settlement Amount, amounting to \$210,000.00.
- 10 b. Class Counsel's reasonable and actual litigation costs and expenses, not to
11 exceed \$30,000.00.
- 12 c. Settlement Administration Costs for services performed by the Settlement
13 Administrator, estimated not to exceed \$6,500.00.
- 14 d. A Class Representative Enhancement Payment to named Plaintiff Maria
15 Corona in the amount of \$7,500.00.
- 16 e. PAGA Payment of \$60,000.00 including the distribution of \$45,000.00 to
17 the LWDA, which constitutes 75% of the settlement amount allocated to
18 the PAGA claims, and \$15,000.00 ("PAGA Penalties") of which will be
19 distributed to PAGA Members.

20 Settlement Agreement ¶¶ 6, 25, 38, 50.

21 40. After deducting these amounts, the Net Settlement Amount of approximately
22 \$286,000.00 shall be distributed to the Participating Class Members on a *pro-rata* basis based on
23 the number of Workweeks worked during the Class Period. Settlement Agreement ¶¶ 51(a).

24 41. Additionally, as stated above, PAGA Members shall receive a *pro-rata* share of
25 the funds from the PAGA Penalties allocated for distribution to PAGA Members. Settlement
26 Agreement ¶ 51(b).

27 42. The payment to each Class Member will vary based on the number of workweeks
28 the Class Member worked, and whether they are entitled to a share of the PAGA Penalties.

1 43. The payment to each Class Member will vary based on the number of workweeks
2 the Class Member worked, and whether they are entitled to a share of the PAGA Penalties, but
3 will provide an average estimated payment of \$405.41

4 44. Twenty Percent (20%) of each Participating Class Member's Individual
5 Settlement Payment will be allocated to settlement of wages; Forty Percent (40%) shall be
6 allocated as interest; and Forty Percent (40%) shall be allocated as penalties. Settlement
7 Agreement ¶ 51(c).

8 45. Employer-side payroll taxes shall be paid by Defendant separately from and in
9 addition to the Gross Settlement Amount. Settlement Agreement ¶¶ 15, 44, 67, 70.

10 46. The proposed Settlement Agreement is a non-reversionary, non-claims made
11 settlement. All money from the Net Settlement Amount will be distributed to the Class Members.
12 No money will revert to Defendant. *See* Settlement Agreement ¶ 44.

13 47. The face of each check shall prominently state the date (not less than 180 days
14 after the date of the mailing) when the check will be voided. If a Participating Class Member or
15 PAGA Member does not cash his or her Settlement Check or PAGA payment check within one
16 hundred eighty (180) days, the uncashed funds, subject to Court approval, shall be distributed to
17 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
18 California Civil Code § 1500, *et. seq.* for the benefit of those Participating Class Members and
19 PAGA Members who did not cash their checks until such time that they claim their property. The
20 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
21 Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members
22 and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment
23 checks. *See* Settlement Agreement ¶ 65.

24 **THE SETTLEMENT IS REASONABLE**

25 **Method of Distribution**

26 48. The proposed settlement is based on the number of Workweeks worked by each
27 Class Member during the Class Period. This method is commonly used in wage and hour class
28

actions because it relies upon objective evidence of the total weeks of employment, which Class Members can easily review and confirm for themselves. This information is readily available from Defendant's records, and the Settlement Administrator can apply the formula in a fair and transparent manner.

49. Additionally, this method of distribution is commonly used in wage and hour class actions because it allows for a distribution that corresponds closely to the alleged damages since employees experience the same working conditions, so their damages are directly related to the amount of time they were employed.

50. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into monetary benefits for the Settlement Class, PAGA Members, and State of California in the following respects: (1) the Settlement Class, PAGA Members, and State of California will recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type; and (3) significant savings in Class Counsel's fees and costs which would have only increased significantly had the case progressed through trial, appeals, and continued litigation.

Discovery and Informed Arms-Length Negotiations

51. Settlement was reached in this matter only after extensive discovery and investigations, including review and analysis of a class wide sampling of time and payroll data, as well as information and documentation concerning the claims set forth in the complaint, such as Defendant's employee handbooks and relevant wage and hour policies and procedures, information regarding the number of putative Class Members and the number of current versus former employees, the total workweeks and pay periods worked by the Class, the average rates of pay for the Class, information regarding employees' job positions and job duties, and investigating potential witnesses. This investigation allowed Plaintiff's Counsel to act intelligently in negotiating the settlement. Plaintiff's Counsel thoroughly reviewed the informal discovery prior to the mediation and conducted a class-wide assessment and analysis of Defendant's potential damages based on the documents and information provided. The Parties

extensively briefed the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and provided their analyses to the mediators for his consideration.

52. The Parties engaged in a full day mediation with the Hon. Daniel J. Buckley (Ret.), a highly respected mediator with particular experience in wage and hour class actions, during which the Parties engaged in extensive settlement negotiations. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. Defendant at all times maintained that it had complied with California wage and hour laws. Likewise, Plaintiff was prepared to vigorously litigate the Action. The proposed settlement was reached at the end of a process that was neither fraudulent nor collusive and was reached only after a full day of mediation which allowed the Parties to reach a compromise of the hotly disputed claims with the help of the mediator. Moreover, after signing the MOU, the Parties continued to negotiate the form of the proposed stipulated settlement agreement with both sides revising the agreement multiple times before reaching the final settlement terms presently before the Court.

Estimate of Maximum Potential Value

53. Plaintiff's Counsel analyzed all available data and estimated Defendant's maximum potential exposure at approximately \$2,355,158.28 assuming the litigation was successful at trial on the claims at issue, and then reduced this exposure analysis based on the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. At the time of the mediation, there were approximately 4,584 workweeks at issue. Based on the average rate of pay during the Class Period of \$27.11 and finding a presumptive meal period violation rate of 75%, Plaintiff's Counsel estimated the maximum total meal break damages of \$466,020.90 for all Class Members. Rest breaks were unrecorded and were thus difficult to gauge. However, based on Plaintiff's investigation and discovery into the same types of practices that were leading to employees missing meal breaks, or receiving short and late meal periods, Plaintiff's Counsel estimated a 75% violation rate with respect to rest breaks, which resulted in an estimated total rest break damages of \$466,020.90. Plaintiff's claims for overtime and minimum wage were based on off-the-clock work. Based on these practices Plaintiff's Counsel estimated that Defendant owed the Class approximately \$186,431.28 in unpaid minimum wages and overtime,

1 and Plaintiff estimated there was approximately \$8,100.00 in unreimbursed business expenses.
2 Waiting time penalties amounted to \$442,435.20. Penalties for inaccurate wage statements
3 amounted to \$96,350.00. Finally, Plaintiff's Counsel also analyzed Defendant's potential non-
4 duplicative penalties arising under PAGA, including violations of Labor Code section 204 and
5 1174(d), which could potentially have amounted to approximately \$689,800.00. However, during
6 the mediation, Defendant raised several issues, including dismissing the class claims, which
7 impacted the risks attendant to proceeding on a class-wide basis which Plaintiff had to take into
8 consideration for a more realistic damages analysis as detailed below.

9 **Analysis of Specific Claims and Risks Considered**

10 54. While Plaintiff believes Defendant faced significant exposure, substantial barriers
11 to a class recovery exist and Plaintiff faced numerous challenges attempting to bring the alleged
12 claims on a class and representative basis.

13 55. Defendant contended that Plaintiff's claims in general were not suitable for class
14 certification because individual issues and affirmative defenses would predominate should this
15 case go to trial. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1051 (2012); *Duran*
16 *v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014). While Plaintiff and Plaintiff's Counsel
17 disagree with Defendant's predictions, they also recognize that there is a significant risk that the
18 Court may deny class certification.

19 ***Meal Period Analysis***

20 56. For instance, a large portion of Defendant's estimated overall liability lies in
21 Plaintiff's meal and rest period claims. Meal period claims have become increasingly difficult to
22 certify in recent years and Defendant contended its practices were lawful. *See Brinker*, 53 Cal.
23 4th at 1034-35. Plaintiff's meal period theory of liability was based upon Defendant's failure to
24 provide timely, full, and/or uninterrupted meal periods. Plaintiff contended that Defendant's
25 staffing practices and rigorous expectations prevented employees from receiving compliant,
26 timely, and uninterrupted meal periods. Plaintiff contended that Defendant failed to pay meal
27 period premiums for missed, late, short, or interrupted meal periods that arose as a result of these
28 practices.

1 57. Based on a review of and analysis of a sampling of time and payroll data and
2 Plaintiff's Counsel's investigations, Plaintiff's Counsel found a meal period violation rate of
3 approximately 75%. Accordingly, based upon information regarding the Class workweeks being
4 at 4,584 average rate of pay being \$27.11/hr, and calculating a 5-day workweek, Plaintiff's
5 Counsel estimated potential meal period damages amounting to \$466,020.90 [(4,584 workweeks
6 x 5 days x \$27.11) x 75.0% violation rate].

7 58. However, meal period claims have been increasingly difficult to certify in recent
8 years and Defendant argued that its meal period policies and practices throughout the Class Period
9 were lawful. Defendant contended that many of its employees were properly given meal breaks
10 according to IWC Wage Order No. 7 subdivision 11(E) which governs meal break rules for
11 residential care employees. Defendant also contended that to the extent that putative class
12 members failed to take their meal periods or took a short or late meal period, they did so
13 voluntarily. As such, Defendant contended the records that indicated non-compliant meal periods
14 had been waived or were actually proper "on-duty meal periods". Defendant argued that
15 investigation into these meal periods would raise multiple individual issues that would pose
16 challenges to certification, including and whether meal periods were non-compliant, why they
17 were non-compliant, and whether they had been waived. Defendant contended that these highly
18 individualized questions of fact would prevent class certification and serve as a defense even if
19 this claim was certified.

20 59. While Plaintiff's Counsel disagreed with Defendant's arguments and factual
21 contentions, Plaintiff's Counsel recognized the circumstances and realities of the case, applicable
22 case law and regulations, costs and expenses of further litigation and certification, and risks to
23 recovery, associated with this claim. Accordingly, Plaintiff applied a 50% discount for risks
24 associated with certification of this claim and a separate 50% discount for the risks of succeeding
25 on the merits, establishing liability, and proving damages, resulting in a final valuation of
26 \$1233,010.45 (\$466,020.90 initial evaluation x 50% discount x 50% discount).

27 ***Rest Period Analysis***

28 60. Like Plaintiff's meal period claims, the alleged rest period violations were based

1 primarily on what Plaintiff believed was Defendant's practice of having employees work during
2 purported breaks. Plaintiff contended that Defendant failed to provide Class Members with
3 timely, full, and uninterrupted rest periods. Plaintiff also contended that rest periods, when
4 provided, were regularly interrupted or cut short.

5 61. While rest periods were not required to be recorded, and were thus difficult to
6 analyze, Plaintiff estimated that the types of practices leading to meal period violations would
7 likely have a similar impact on employees' ability to take a compliant rest period. Based on
8 Plaintiff's Counsel's investigation and discovery into the same types of practices that were
9 leading to employees missing meal breaks, or receiving short and late meal periods, Plaintiff's
10 Counsel estimated that putative class members received a non-compliant a rest period on average
11 75% of the time throughout the Class Period. Accordingly, based upon information regarding the
12 Class workweeks being at 4,584, average rate of pay being \$27.11/hr., and calculating a 5-day
13 workweek, Plaintiff's estimated rest period damages could amount to \$466,020.90 [(4,584
14 workweeks x 5 days x \$27.11) x 75% violation rate].

15 62. In contrast, Defendant argued that its practices were lawful and that all employees
16 were provided with an opportunity to take a rest period for every four hours worked or major
17 fraction thereof. Defendant argued that whether employees had received a compliant rest period,
18 the reason why a putative class member failed to receive a compliant rest period, and whether
19 such rest period was waived raised individual issues that could not be certified and that even if
20 such a claim could be certified, Plaintiff would be unable to adequately prove the alleged damages
21 given the lack of records.

22 63. Litigating rest period claims is inherently difficult as an employer's records, as is
23 the case here, do not usually indicate when a rest period is short, late, interrupted or missed
24 entirely. While Plaintiff's Counsel disagree with Defendant's arguments and factual contentions,
25 there were significant risks associated with this claim. Accordingly, Plaintiff applied a 50%
26 discount for risks associated with certification of this claim and a 50% discount associated with
27 the risks of succeeding on the merits, establishing liability, and proving the extent of damages
28 and ultimately obtaining this award. This resulted in a risk-based estimate of approximately

1 \$233,010.45 (\$466,020.90 initial evaluation x 50% discount x 50% discount).

2
3 ***Minimum Wage and Overtime Claims***

4 64. Plaintiff alleges that Defendant failed to pay putative class members overtime and
5 minimum wages as a result of uniform policies, practices, and procedures, that required the
6 putative class members to perform work during meal periods, and before clocking-in and after
7 clocking-out so they did not incur overtime. Plaintiff alleges that Defendant maintained policies
8 and practices that encouraged unauthorized off-the-clock work by requiring all overtime to be
9 pre-approved and disciplining employees who worked unauthorized overtime. Plaintiff alleges
10 that Defendant was aware off-the-clock was being performed and that this off-the-clock work
11 was the direct result of Defendant's staffing decisions and policies. Plaintiff's Counsel estimated
12 as a result of these violations class members incurred approximately one hour of unpaid wages
13 per week.

14 65. Thus, based upon information regarding the Class workweeks being at 4,584,
15 average overtime rate of pay being \$40.67/hr (\$27.11 average hourly rate x 1.5), and calculating
16 one (1) hour of unpaid wages per week, Plaintiff's Counsel estimated potential unpaid wages
17 damages amount to \$186,431.28 (4,584 workweeks x 1 hour per workweek x \$40.67 overtime
18 rate).

19 66. Defendant contended that its overtime policies and practices comply with the law
20 and that it paid putative class members over the minimum wage for all hours worked. Defendant
21 also produced wage records reflecting overtime compensation paid to many of the putative class
22 members. Defendant further contended that all employees were required to record all time
23 worked and that Defendant was not aware that any work had been performed off-the-clock.
24 Defendant also argued that individual liability issues predominate, including: (1) whether each
25 employee worked off-the-clock; (2) whether Defendant knew or should have known about each
26 employee's off-the-clock work; (3) whether each employee worked overtime; and (4) whether
27 Defendant knew or should have known that each putative class member performed overtime
28 work. Moreover, given that these claims were based on off-the-clock work not reflected in

1 Defendant's time records, Defendant argued that proving damages at trial would not be
2 manageable.

3 67. Plaintiff disagrees with Defendant's contentions but acknowledge that claims
4 regarding off-the-clock work involve substantial challenges in obtaining and maintaining class
5 certification, establishing liability and providing damages, in light of potential individualized
6 issues and the lack of records. Accordingly, Plaintiff's Counsel discounted their initial valuation
7 of this claim by 50% to account for risks regarding certification and by 50% for the risks
8 associated with succeeding on the merits, establishing liability, proving the extent of damages
9 and ultimately obtaining this award. This resulted in a risk-based estimate of approximately
10 \$93,215.64 with respect to these claims (\$186,431.28 initial evaluation x 50% discount x 50%
11 discount).

12 ***Waiting Time Penalties Claims***

13 68. Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff
14 and other putative class members all wages due to them during employment and due to them upon
15 termination, within the time period permissible under California law as a result of Defendant's
16 failure to pay employees all wages due from off-the-clock work, as well as unpaid meal and rest
17 period premiums. Based on the information provided by Defendant at mediation there were
18 approximately 68 employees within the 3-year statute of limitations who Plaintiff believes are
19 entitled to waiting time penalties. Accordingly, waiting time penalties were calculated for the
20 estimated 68 employees who left their employment with Defendant during the three-year period
21 since the filing of the complaint and calculating a 5-day workweek with an 8-hour workday. The
22 penalties were calculated for each former employee at 30 days of pay at the estimated average
23 hourly rate of \$27.11 thus amounted to penalties amounting \$6,506.40 per class member (\$27.11
24 x 8 hours x 30 days) or \$442,435.20 total for the Class (\$6,506.40 per class member x 68 former
25 employees).

26 69. However, there were substantial risks associated with Plaintiff's waiting time
27 penalties claims. First, these claims were derivative of Plaintiff's previous claims and if those
28 underlying claims are denied on manageability, these claims would also likely fail. Further, even

1 if Plaintiff prevailed on his underlying off-the-clock claims, he would still be required to
2 demonstrate that Defendant's violations of Labor Code § 203 were willful violations, a difficult
3 prospect. Accordingly, Plaintiff's initial valuation of this claim was discounted by 50% to account
4 for risks regarding certification and 50% for the risks associated with succeeding on the merits,
5 establishing liability, proving the extent of damages, and ultimately obtaining this award. This
6 resulted in a risk-based estimate of approximately \$221,217.60 with respect to this claim
7 (\$442,435.20 initial evaluation x 50% discount x 50% discount).

8 ***Wage Statement Claims***

9 70. Plaintiff contended that throughout the Class Period there were derivative
10 violations arising from the claims alleged above such that the wage statements failed to list the
11 total number of hours worked, the actual gross wages earned, and the correct rates of pay.

12 71. Labor Code section 226(e) penalties are calculated for the estimated 550 Class
13 Members employed by Defendant since April 21, 2021, at the rate of \$50.00 for the initial
14 violation and \$100.00 for each subsequent violation. The analysis assumes employees worked a
15 1-week pay period. The analysis also assumes that employees who worked 41 or more pay periods
16 during the limitations period reached the \$4,000.00 penalty cap.

17 72. Based on these claims and assuming a violation could be proven once per pay
18 period for each of the 37 employees employed during the 1-year time period employees were
19 eligible for penalties and information that there were 982 pay periods since April 21, 2021,
20 Plaintiff estimated potential penalties for wage statement violations of approximately \$96,350.00
21 $[(\$50.00 \text{ for initial violation} \times 37 \text{ employees}) + (\$100.00 \text{ for subsequent violations} \times [982 \text{ pay}$
22 $\text{periods} - 655 \text{ initial pay period}]]$.

23 73. There are also substantial risks associated with Plaintiff's claims for waiting time
24 penalties and wage statement claims. First, these claims were derivative of Plaintiff's previous
25 claims and if certification was denied on those underlying claims, these claims would also likely
26 fail. Moreover, even if Plaintiff prevailed on their underlying off-the-clock claims, they would
27 still be required to demonstrate that Defendant's violations of Labor Code §203 were willful
28 violations, a difficult prospect. *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468

(2013) (holding that “an employer’s reasonable, good faith belief that wages are not owed may negate a finding of willfulness”). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. *Cf., Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) with *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011). Accordingly, these derivative claims, which comprised a substantial portion of Defendant’s estimated potential liability, are extremely risky.

74. Plaintiff’s Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Plaintiff’s Counsel would be required to spend hundreds of additional hours obtaining discovery and likely substantial motion practice, in addition to contacting Class Members and obtaining numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiff prevailed, possible appeals would substantially delay any recovery by the Class.

Business Expense Claims

75. Plaintiff contends that Defendant failed to reimburse Plaintiff and other putative class members for necessary business expenses such as the costs associated with personal protective equipment related to COVID-19, expenses for the use of their personal cell phone, cellular data, home internet for work-related duties, and the cleaning and maintenance of uniforms. Defendant disputed that Plaintiff and any putative class member were required to make special purchases or incur these expenses. At the time of the mediation, the Class consisted of approximately 81 employees. Based on Plaintiff’s Counsel’s investigation, Plaintiff estimated that even if it could be established that employees were required to undertake these expenses employees were unlikely to have incurred more than \$100.00 in unreimbursed business expenses or approximately \$8,100.00 at the time of mediation (81 employees x \$100.00).

76. Defendant further contended that the reason for why a putative class member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses, while not others, would raise individual issues that could not be certified. Taking into consideration Defendant's points, Plaintiff's Counsel then discounted this amount by 50% for issues relating to certification of this claim and 50% for issues pertaining to the merits, establishing liability, proving damages, and ultimately obtaining an award. This resulted in a risk-based adjustment of \$4,050.00 for this claim (\$8,100.00 initial evaluation x 50% discount x 50% discount).

PAGA Claims

77. Plaintiff's counsel also separately contemplated the risks of proceeding with the PAGA claims and the potential liability Defendant could face from these claims.

78. The Parties agreed during settlement negotiations to allocate \$60,000.00 of the Settlement towards the PAGA claims, which represents approximately 10% of the Gross Settlement Amount. This percentage of the settlement allocated to the PAGA claims is well above the range in PAGA settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Courts have approved allocations of as little as 1.0% of the Gross Settlement Amount. *See, e.g.,*

- *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement);
- *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement);
- *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement);
- *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist. Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement);
- *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement);

- *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount);
- *East v. Comprehensive Educational Services Inc.*, Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount);
- *Bararsani v. Coldwell Banker Residential Brokerage Company*, Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount);
- *Rico v. Cardinal Health 200 Inc.*, No. CIVRS-14-01451 (2017) (\$5,000 allotted as PAGA penalties or 0.14% of \$3,500,000 settlement amount);
- *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount);
- *Scott-George v. PVH Corporation. No.*, 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
- *Hart v. Parkview Community Hospital Medical Center*, No. RIC-14-06044 (2016) (\$10,000 allotted as PAGA penalties or 0.39% of \$2,550,000 settlement amount);
- *Nehrlich v. RPM Mortgage Inc.*, No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount);
- *Kelley v. The Related Companies of California L.L.C.*, No. CIVDS-13-07167 (2016) (\$10,000 allotted as PAGA penalties or 0.50% of \$2,000,000 settlement amount); and
- *Castrejon v. O'Connell Landscape Maintenance Inc.*, No. RIC-12-12798 (2015) (\$5,000 allotted as PAGA penalties or 0.33% of \$1,500,000 settlement amount).

79. Settlements that allocate only 1% of the total settlement value to resolve PAGA claims is typical of wage and hour settlements and PAGA amounts as little as 0.27% of the Gross Settlement Amount have been approved as reasonable by courts.

80. Labor Code § 204 could be recovered either through Labor Code § 210 or PAGA, but as a matter of law, Plaintiff is not entitled to a duplicative recovery. *See* Labor Code § 210(c) (permitting recovery of penalties through § 210 or PAGA, but not both).

81. Moreover, since Defendant denied and continues to deny that it ever violated any

1 provision of the California Labor Code, Defendant would likely have argued, that, even if,
2 *arguendo*, such violations occurred, heightened penalties should not apply because Defendant
3 had not received notice from a labor agency or Court that they were violating the law. *See, e.g.,*
4 *Amaral v. Cintas Corp. No. 2*, 163 Cal.4th 1157, 1209 (2008).

5 82. Defendant also contended that when determining whether or not to assess a
6 penalty, the court exercises the same discretion as the Labor Commissioner and may reduce the
7 penalties to be assessed against the employer pursuant to California Labor Code section
8 2699(e)(1)-(2). As such, Defendant contended that, with respect to a PAGA claim, the Court was
9 unlikely to assess cumulative penalties because it would be unjust, arbitrary, oppressive, and/or
10 confiscatory, especially where certain conduct may be governed by multiple provisions of the
11 California Labor Code that are interrelated and work in tandem.

12 83. Defendant also contended that adjudication of claims arising under PAGA would
13 not be manageable and that the individualized inquiries Defendant argued would defeat
14 certification of the alleged claims would also prevent Plaintiff from demonstrating that the PAGA
15 claim could be successfully managed and adjudicated without abridging Defendant's due process
16 rights.

17 84. Defendant maintained that, in addition to its strong arguments against the
18 underlying claims, taking the current unsettled state of law, it would be unjust to award the
19 maximum potential PAGA penalties. There was a dearth of law and guidance regarding trials
20 and/or assessments of penalties under the PAGA statute, and there is no clearly established
21 methodology for the valuation and/or assessment of PAGA penalties.

22 85. Plaintiff's Counsel also recognizes that the PAGA claims would be subject to the
23 same defenses and risks as Plaintiff's class claims, as well as defenses unique to PAGA, the
24 substantial risk that PAGA penalties may not be stacked for violations based on the same conduct,
25 and the substantial risk that PAGA penalties may be reduced where they are duplicative, arbitrary
26 or oppressive. As part of the valuation of the potential PAGA claims (which includes penalties
27 for the failure to reimburse necessary business-related expenses damages), Plaintiff's Counsel
28 also included claims under Labor Code §§ 204, and 1174(d).

1 86. Therefore, taking into consideration the risks regarding certification of the class
2 claims, Class Counsel discounted Defendant's estimated maximum liability by 50%. In light of
3 merits-based risk factors even if the claims were brought to trial, Class Counsel reduced
4 Defendant's estimated liability for merits-based risks 50%.

5 87. With respect to their PAGA claim, in consideration of the risk faced with
6 establishing that the PAGA claims are manageable, Plaintiff applied a discount of 50%. This
7 resulted in an adjusted PAGA liability of \$172,450.00. Combined with the class exposure, the
8 liability comes out to \$588,789.57

9 88. I therefore submit that the Settlement is fair, reasonable, and adequate. The
10 Settlement is in the best interest of the Class Members, Aggrieved Employees, and State of
11 California and is within the accepted range of recoveries for this type of litigation given the
12 inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs
13 of further litigation.

14 **THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

15 89. Plaintiff initiated this litigation on behalf of her former co-workers who will now
16 benefit from the settlement. Plaintiff invested substantial time and effort into litigation including
17 conducting his own research, reviewing documents and extensive discussions with Class Counsel.
18 For these reasons, Plaintiff requests service and release award of \$7,500.00 be preliminarily
19 approved by the Court. Further, the requested amount is also extremely reasonable given the
20 benefit gained by other Class Members. *See* Corona Decl. ¶¶3-18.

21 90. Notice of the requested award is disclosed to the Settlement Class Members in the
22 Class Notice and should be preliminarily approved by the Court. *See* Settlement Agreement, **Ex.**
23 **A.**

24 91. Throughout the litigation, Plaintiff spent substantial time and effort searching for
25 relevant documents, speaking with Class Counsel, and providing the facts and evidence necessary
26 to prove the allegations. Plaintiff actively attempted to obtain information that would benefit the
27 Settlement Class. Prior to signing the Settlement Agreement, Plaintiff reviewed the Settlement
28 Agreement, asked questions, and discussed the settlement with Class Counsel. The information

1 and documentation provided by Plaintiff was instrumental in asserting the alleged wage and hour
2 violations in the Action, and the recovery provided for in the Settlement would have been
3 impossible to obtain without his participation. These services unquestionably merit the requested
4 Enhancement Payment. *See* Corona Decl. ¶¶3-18.

5 92. At the same time, Plaintiff faces many risks in adding herself as class
6 representative in the Action. Plaintiff faces actual risks with her future employment, as putting
7 herself on public record in an employment lawsuit could also very well affect her likelihood for
8 future employment. Despite this, Plaintiff still chose to bring this litigation on behalf of others
9 and have put those interests ahead of her own.

10 93. As a result of Plaintiff's service, approximately 160 of her former co-workers will
11 have the opportunity to participate in a settlement related to alleged wage violations they may
12 have never known about on their own or been willing to pursue on their own. If these co-workers
13 would have tried to pursue their legal remedies on their own, that would have resulted in each
14 having to expend a significant amount of their own monetary resources and time, which was
15 obviated by Plaintiff making those allegations on behalf of these other individuals.

16 94. Plaintiff has also agreed to a general release of her claims that is broader than that
17 of her former co-workers. Plaintiff has not received any compensation to date, but should be
18 compensated for the time, effort, and risks she took to bring the Action on behalf of others.

19 **ATTORNEYS' FEES AND COSTS**

20 95. Plaintiff's Counsel's fees incurred are in line with the common fund requested.
21 Here, the requested attorneys' fees of \$210,000.00, which is thirty-five percent (35%) of the Gross
22 Settlement Amount are disclosed to Class Members in the proposed Notice. *See* Settlement
23 Agreement ¶6. Plaintiff's Counsel has achieved an excellent result for the Class during hard
24 fought negotiations. Plaintiff's Counsel has extensive experience in wage and hour disputes and
25 was able to use their extensive experience and skills to achieve this result. The Motion for Final
26 Approval will elaborate on the nature of the legal services provided, the time incurred in
27 performing those services, and Plaintiff's Counsel's hourly rates. The Motion for Final Approval
28 will also elaborate on the reimbursement for costs sought by Plaintiff's Counsel, which are

1 currently estimated not to exceed \$30,000.00. Notice of Plaintiff's Counsel's requested fees are
2 disclosed to the Class in the Class Notice. *See* Settlement Agreement, **Ex. A.**

3 **THE METHOD OF NOTICE IS VERY LIKELY TO GIVE ACTUAL NOTICE**

4 96. Subject to the Court's Approval, the Parties have agreed to have APEX Class
5 Action, LLC administer the Settlement. Settlement Agreement ¶ 38. Neither Plaintiff nor his
6 Counsel have any financial interest in the Settlement Administrator or otherwise have a
7 relationship with the Settlement Administrator that could create a conflict of interest. *Id.*

8 97. Within twenty-one (21) days after the Court grants preliminary approval of the
9 Settlement, Defendant will provide to the Settlement Administrator the following information for
10 each Class Member: (1) full name; (2) last known home address; (3) last known telephone
11 number; (4) social security number; (5) start and end dates of active employment as an hourly-
12 paid or non-exempt employee of Defendant in the State of California; (6) total Workweeks during
13 the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information
14 required by the Settlement Administrator in order to effectuate the terms of the Settlement.
15 Settlement Agreement ¶¶ 7.

16 98. The Settlement Administrator will run all the addresses provided through the
17 United States Postal Service NCOA database (which provides updated addresses for any
18 individual who has moved in the previous four years who has notified the U.S. Postal Service of
19 a forwarding address) to obtain current address information. Settlement Agreement ¶ 56.

20 99. No later than fourteen (14) days after receiving the Class List, the Settlement
21 Administrator shall mail the Notice by U.S. First Class to the Class Members. Settlement
22 Agreement ¶ 55.

23 100. I am not aware of an alternative method of providing notice to the Class which
24 would result in a higher likelihood of actual notice. The original source of the mailing addresses
25 is from each Class Member, who provided the information to Defendant. As a fail-safe to this
26 highly reliable method, skip tracing will be performed if necessary. Under the terms of the
27 Settlement, the Settlement Administrator will track any and all opt outs, objections, and disputes.

28 101. Any Class Member who wishes to be excluded from the Settlement must mail the

1 Settlement Administrator a signed and dated request for exclusion including their name and a
2 clear statement that they do not wish to be included in the Class. The request for exclusion must
3 be timely postmarked by the Response Deadline (plus an additional 15 days for Class Members
4 whose Class Notice is re-mailed). Settlement Agreement ¶¶ 36, 56.

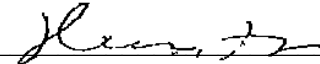
5 102. Any Class Member wishing to object to the approval of this Settlement shall
6 provide a signed and dated written statement that includes the name, address, telephone number,
7 and the last four digits of the Class Member's Social Security number and/or the Employee ID
8 number. Objections must be mailed to the Settlement Administrator by the Response Deadline
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed). Participating
10 Class Members may also appear and object at the final approval hearing, regardless of whether
11 they have submitted a written objection. Settlement Agreement ¶¶ 35, 60, 63.

12 **NOTICE TO THE LWDA**

13 103. On September 15, 2025, my office submitted a copy of the fully executed Joint
14 Stipulation of Class Action and PAGA Settlement, as well as information regarding the
15 preliminary approval hearing on this matter, to the LWDA via online filing. A true and correct
16 copy of an email confirming submission of the Settlement to the LWDA on September 15, 2025
17 is attached hereto as **Exhibit 3**.

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

20 Executed on September 16, 2025.

21
22 
23 Heather Davis

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EXHIBIT 1

LAWYERS FOR JUSTICE[®]

April 21, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TRISH MCEVOY LTD.

Dear Representative:

We have been retained to represent Maria Corona against Trish McEvoy Ltd. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Trish McEvoy”) for violations of California wage-and-hour laws. Ms. Corona seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Corona seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Trish McEvoy employed Ms. Corona as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2021, in the State of California.

The “aggrieved employees” that Ms. Corona may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Trish McEvoy has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 2-2001, 4-2001, and 7-2001.

Trish McEvoy required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Corona and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Corona and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Trish McEvoy required Ms. Corona and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Trish McEvoy failed to pay Ms. Corona and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Trish McEvoy failed to pay Ms. Corona and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Trish McEvoy did not provide Ms. Corona and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Trish McEvoy were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Corona and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Corona and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Corona and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Corona and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Corona and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Trish McEvoy failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Corona and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Trish McEvoy did not provide Ms. Corona and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 2-2001, 4-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Trish McEvoy failed to pay Ms. Corona and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Corona and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Trish McEvoy failed to pay Ms. Corona and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Corona and the other aggrieved employees

were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Corona and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Trish McEvoy. These costs include, but are not limited to, the purchasing and maintenance of clothing and footwear in compliance with the dress code, the use of a personal phone for work-related tasks, the usage of mileage of a personal vehicle for work-related purposes, the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Corona seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards.

A handwritten signature in black ink, appearing to read 'Edwin Aiwazian', with a stylized flourish at the end.

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Trish McEvoy Ltd.
430 Commerce Blvd.,
Carlstadt, NJ 07072



PITNEY BOWES
\$8.00
 US POSTAGE[®]
 CORRECTION
 026W0004867683
 20601152203
 ZIP 91203
 APR 21 2022



7018 1830 0001 8871 4643
 7018 1830 0001 8871 4643

LAWYERS FOR JUSTICE
 410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

U.S. Postal Service[™] **421 PAGA NTC Corona v.**
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only **Trish McEvoy Ltd.**

For delivery information, visit our website at www.usps.com[™].

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
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☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Trish McEvoy Ltd.
 430 Commerce Blvd.,
 Carlstadt, NJ 07072

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trish McEvoy Ltd.
430 Commerce Blvd.,
Carlstadt, NJ 07072



9590 9402 6539 1028 3168 73

2. Article Number (Transfer from service label)

7018 1830 0001 8871 4643

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
10)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Certified Mail
A receipt (this card) is provided to the sender.
A unique identifier is printed on the card.
Electronic verification of delivery is available.
A record of delivery is maintained.
Signature (signature) that is required for a specified purpose.
Important Reminder: You may purchase First-Class Mail® or Priority Mail®. Certified Mail is an additional service. International mail is not eligible for Certified Mail. Insurance coverage is available for Certified Mail. For an additional endorsement or the following services, a return receipt of delivery (in which you can request electronic verification) is required. PS Form 3800, 4

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EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

MARIA CORONA, individually, and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

TRISH MCEVOY LTD., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendant.

Case No.: 22STCV21904

*Assigned for All Purposes to: Hon. Kenneth R.
Freeman, Dept. 14*

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

Complaint Filed: July 6, 2022
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Maria Corona, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendant Trish McEvoy, Ltd.

DEFINITIONS

1. "Actions" means the court actions entitled "*Maria Corona v. Trish McEvoy, Ltd.*", Case No. 22STCV21904, pending before the Los Angeles County Superior Court, and "*Maria Corona v. Trish McEvoy, Ltd.*", Case No. 22SMCV01080, pending before the Los Angeles County Superior Court.

2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

3. "Class" or "Class Members" means all current and former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the Class Period.

4. "Class Action" means the court action entitled "*Maria Corona v. Trish McEvoy, Ltd.*", Case No. 22STCV21904, pending before the Los Angeles Superior Court.

5. "Class Counsel" means Lawyers for Justice, PC and Protection Law Group, LLP.

6. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Two Hundred and Ten Thousand Dollars (\$210,000.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval. Defendant as agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

7. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator

1 within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class
2 List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class
3 Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4)
4 social security number; (5) start and end dates of active employment as a non-exempt employee
5 of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Pay
6 Periods during the PAGA Period; and (8) any other information required by the Settlement
7 Administrator in order to effectuate the terms of the Settlement.

8 8. "Class Period" means the period from July 6, 2018, and ending on June 16, 2024.

9 9. "Class Representative" means Plaintiff Maria Corona in her capacity as
10 representative of the Participating Class Members.

11 10. "Class Representative Incentive Award" means the amount that the Court
12 authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition
13 of the efforts and risks she has taken in assisting with the prosecution of the Action and in
14 exchange for the General Release of her claims as provided herein.

15 11. "Court" means the Superior Court of the State of California for the County of Los
16 Angeles.

17 12. "Defendant" means Trish McEvoy, Ltd.

18 13. "Effective Date" means the date that all of the following events have occurred: (i)
19 the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff,
20 Defendant, Class Counsel and Defendant's Counsel; (ii) the Court has given preliminary approval
21 to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the
22 opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the
23 Court has held a formal fairness hearing and entered the Court's Final Order and Judgment and
24 sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period for
25 filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed
26 without any appeal, writ, intervention, or other proceeding having been filed; (B) when any
27 appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally
28 and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,

intervention, or other proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

14. "Final Approval" means the Court entering an order granting final approval of the Settlement Agreement.

15. "Gross Settlement Amount" means the sum of Six Hundred Thousand Dollars (\$600,000.00). The Gross Settlement Amount is non-reversionary, meaning no portion of the Gross Settlement Amount will return to Defendant, and includes all: (1) payments to the Class; (2) Class Counsel's fees; (3) Class Counsel's costs; (4) Settlement Administration Costs; (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members. The Gross Settlement Amount is exclusive of employer share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement.

16. Defendant represents that the Class Members worked a total of 4,704 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 471 Workweeks), Defendant shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1%.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members

1 and/or PAGA Members.

2 18. "Net Settlement Amount" means the funds available for payments to the Class,
3 which shall be amount remaining after the following amounts are deducted from the Gross
4 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement
5 Administration Costs; (4) Class Representative Incentive Payment to Plaintiff; and (5) the PAGA
6 Penalties to be paid to the LWDA and PAGA Members.

7 19. "Notice" means the Notice of Proposed Class Action Settlement in a form
8 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class
9 Members' last known address, and which will provide Class Members with information regarding
10 the Action and information regarding the Settlement of the Action.

11 20. "Objection" means a Class Member's valid and timely written objection to the
12 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
13 address, telephone number, last four digits of the employees' social security number or employee
14 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
15 for the objection accompanied by legal support, if any, for such objection.

16 21. "Operative Complaint" means the Second Amended Complaint filed in the Class
17 Action (the court action entitled "*Maria Corona v. Trish McEvoy, Ltd.*", Case No. 22STCV21904,
18 pending before the Los Angeles Superior Court).

19 22. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
20 (Cal. Lab. Code §§ 2698, *et seq.*).

21 23. "PAGA Action" means the court action entitled "*Maria Corona v. Trish McEvoy,*
22 *Ltd.*", Case No. 22SMCV01080, pending before the Los Angeles Superior Court.

23 24. "PAGA Members" means all current and former hourly paid non-exempt
24 employees of Defendant who were employed by Defendant in the State of California at any time
25 during the PAGA Period.

26 25. "PAGA Penalties" means the amount that the Parties have agreed to allocate in
27 order to settle claims arising under the PAGA. The Parties have agreed that Sixty Thousand
28 Dollars (\$60,000.00) of the Gross Settlement Amount will be allocated to the resolution of

1 Plaintiff's PAGA Claims. Seventy Five Percent (75%) of this amount (\$45,000.00) will be paid
2 to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this
3 amount (\$15,000.00) will be distributed to PAGA Members. PAGA Members will receive
4 payment from the employee portion of the PAGA Penalties regardless of their decision to
5 participate in the Class Action if the PAGA Penalties is approved by the Court.

6 26. "PAGA Period" means the period from April 21, 2021, and ending on June 16,
7 2024.

8 27. "Participating Class Members" means all Class Members who do not submit valid
9 and timely Requests for Exclusion.

10 28. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
11 either Plaintiff or Defendant, individually.

12 29. "Pay Period" shall mean any pay period, in which a PAGA Member worked at
13 least one (1) day during the PAGA Period.

14 30. "Plaintiff" means Maria Corona.

15 31. "Preliminary Approval" means the Court order granting preliminary approval of
16 the Settlement Agreement.

17 32. "Released Class Claims" means all claims, damages, debts, obligations, penalties,
18 rights, demands, liabilities and causes of action of any kind, arising under state, federal or local
19 law, whether statutory, common law, or administrative law, at any time during the Class Period,
20 that are alleged, or reasonably could have been alleged based on the same or similar facts and
21 claims asserted in the Operative Complaint in this Action including the following claims:

- 22 a. (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
23 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
24 Premiums), including any claims regarding failure to pay premium pay and/or to pay
25 premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7
26 (Unpaid Rest Period Premiums), including any claims regarding failure to pay
27 premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of
28 California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5)

Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business and Professions Code § 17200, *et seq.*, including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and (11) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those claims set forth in Maria Corona's Letter to the Labor & Workforce Development Agency for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of *res judicata*, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018).

This release shall apply to claims arising during the Class Period.

33. "Released PAGA Claims" means any and all PAGA claims including claims for

1 PAGA civil penalties, interest, fees or costs that accrued during the PAGA Period, that could have
2 been asserted under the California Labor Code Private Attorneys General Act of 2004 based on
3 the same or similar factual allegations and claims in the Operative Complaint (the Second
4 Amended Complaint) in this Action or any PAGA notice submitted by Plaintiff to the LWDA for
5 the PAGA Period.

6 34. "Released Parties" means the named Defendant Trish McEvoy Ltd., and any and
7 all of their past, present and future direct or indirect parents, sister or related entities, acquired
8 companies, subsidiaries, predecessors, successors, divisions, assigns, related companies and
9 affiliates as well as each of its or their past, present and future owners, officers, directors,
10 employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heirs,
11 representatives, accountants, auditors, consultants, trustees, fiduciaries, beneficiaries, subrogees,
12 executors, privies, investment bankers and any individual or entity which could be jointly liable
13 with Defendant.

14 35. "Request for Exclusion" means a valid and timely written statement submitted by
15 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
16 for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last
17 four digits of the Class Member's Social Security number and/or the Employee ID number and
18 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be
19 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
20 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
21 of claims arising under the PAGA.

22 36. "Response Deadline" means the date sixty (60) calendar days after the Settlement
23 Administrator mails Notice to Class Members and the last date on which Class Members may
24 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
25 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
26 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
27 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
28 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,

1 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
2 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
3 may also be extended by express agreement between Class Counsel and Defendant. Under no
4 circumstances, however, will the Settlement Administrator have the authority to unilaterally
5 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
6 Settlement.

7 37. "Settlement" means the disposition of the Action pursuant to this Agreement.

8 38. "Settlement Administrator" means Apex Class Action Administrators, a third-
9 party administrator who shall administer the settlement in accordance with this Agreement and
10 who was proposed by the Parties and approved of by the Court.. The Parties each represent that
11 they do not have any financial interest in the Settlement Administrator or otherwise have a
12 relationship with the Settlement Administrator that could create a conflict of interest.

13 39. "Settlement Administration Costs" mean the costs payable from the Gross
14 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
15 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
16 Settlement, calculating/confirming the class member Workweeks from the information contained
17 in the Class List, calculating each Participating Class Member's Individual Settlement Payment,
18 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
19 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
20 as requested by the Parties. Settlement Administration Costs shall not exceed Six Thousand Five
21 Hundred Dollars (\$6,500.00).

22 40. "Settlement Class Members" shall mean all Participating Class Members as
23 described in paragraph 61 and the PAGA Members.

24 41. "Tax Rate Information" shall mean the tax rate currently paid by Defendant for
25 the employer's share of employment taxes in California.

26 42. "Workweek" shall mean any calendar week (*i.e.*, a week beginning with Sunday
27 and ending with Saturday), in which a Class Member worked at least one (1) day during the Class
28 Period.

TERMS OF AGREEMENT

43. Filing of Amended Complaint: The Parties have agreed to allow the filing of an amended complaint adding PAGA Representative claims (from the PAGA Action, Los Angeles Superior Court Case No. 22SMCV01080) to the Class Action, Los Angeles County Superior Court, Case No. 22STCV21904. Plaintiff's First Amended Complaint was filed on June 10, 2024, in the Los Angeles County Superior Court, Case No. 22STCV21904. Plaintiff filed a Request for Dismissal of the PAGA Action on September 17, 2024.

44. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes no later than the first business day after twenty-one (21) days from the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

45. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

46. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than Two Hundred and Ten Thousand Dollars (\$210,000.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to the Class Counsel shall be reallocated to the Net Settlement

Amount and distributed to Participating Class Members as provided in this Agreement.

47. Class Representative Incentive Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Incentive Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative Incentive Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Incentive Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

48. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00).

49. PAGA Penalties: Sixty Thousand Dollars (\$60,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or Forty-Five Thousand Dollars (\$45,000.00), to the LWDA. Fifteen Thousand Dollars (\$15,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

50. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	600,000.00
Incentive Payment:	\$	7,500.00
Class Counsel's Fees:	\$	210,000.00
Class Counsel's Costs:	\$	30,000.00

1	PAGA Penalties	\$	60,000.00
2	Settlement Administration Costs:	\$	6,500.00
3	Estimated Net Settlement Amount	\$	286,000.00

4
5 51. Individual Settlement Payment Calculations: Individual Settlement Payments will
6 be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the
7 PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth
8 herein:

9 a) Calculation of Class Portion of Individual Settlement Payments: The
10 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
11 by adding the number of Workweeks worked by each Participating Class Member during the
12 Class Period. The respective Workweeks for each Participating Class Member will be divided by
13 the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
14 Participating Class Member. Each Participating Class Member's Payment Ratio will then be
15 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated
16 share of the Net Settlement Amount.

17 b) Calculation of PAGA Portion of Individual Settlement Payments: The
18 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding
19 the number of Pay Periods worked by each PAGA Member during the PAGA Period. The
20 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
21 PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA
22 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties
23 to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall
24 receive this portion of their Individual Settlement Payment regardless of whether they opt out of
25 the participation regarding the Class claims.

26 c) Allocation of Individual Settlement Payments: All Individual Settlement
27 Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement
28

1 Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty
2 Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment
3 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The
4 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
5 Administrator.

6 52. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
7 Participating Class Members under this Settlement, as well as any other payments made pursuant
8 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
9 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
10 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
11 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
12 affect any rights, contributions, or amounts to which any Class Members may be entitled under
13 any benefit plans.

14 53. Settlement Administration Process: The Parties agree to cooperate in the
15 administration of the Settlement and to make all reasonable efforts to control and minimize the
16 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
17 will provide the following services:

- 18 a) Establish and maintain a Qualified Settlement Fund.
- 19 b) Calculate the Individual Settlement Payment each Participating Class
20 Member is eligible to receive and the portion of the PAGA Penalties each
21 PAGA Member shall receive.
- 22 c) Translate the Notice from English to Spanish.
- 23 d) Print and mail the Notice in English and Spanish.
- 24 e) Conduct additional address searches for mailed Notices that are returned
25 as undeliverable.
- 26 f) Process Requests for Exclusion, field inquiries from Class Members.
- 27 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099
28 Tax Forms and any other filings required by any governmental taxing

authority.

h) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.

i) Provide weekly status reports to counsel for the Parties.

j) Posting a notice of final judgment online at Settlement Administrator's website.

54. Delivery of the Class List and Tax Rate Information: Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void the Agreement.

55. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

56. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,

whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection, or Workweek dispute to the Settlement.

57. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

58. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will be submitted to the Court.

59. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)

1 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
2 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
3 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
4 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
5 untimely.

6 60. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
7 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
8 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
9 Member's name, address, telephone number, and the last four digits of the Class Member's Social
10 Security number and/or the Employee ID number and (b) a clear statement requesting to be
11 excluded from the settlement of the Class claims. The date of the postmark on the return mailing
12 envelope receipt confirmation will be the exclusive means to determine whether a Request for
13 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
14 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
15 Requests for Exclusion that were timely submitted. All Class Members who do not request
16 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
17 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
18 as to the release of claims arising under the PAGA. The Parties agree that there is no right for a
19 PAGA Member to opt out of or object to the PAGA Settlement.

20 61. Defendant's Right to Rescind: If Ten Percent (10%) or more of the Class Members
21 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
22 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
23 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
24 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar
25 days of the expiration of the opt-out period. If Defendant exercise its right to rescind the
26 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to
27 the date of rescission.

28 62. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the

complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court. The Parties agree that there is no statutory right for any Aggrieved Employee to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

63. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Member's objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

64. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report

which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to Counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

65. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result from the Settlement, and therefore Defendant will not be required to pay any interest on such amounts.

66. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding

all payroll taxes and penalties to the appropriate government authorities.

67. Tax Liability: Defendant make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

68. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other 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 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or 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 Agreement.

69. No Prior Assignments: The Parties and their Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

1 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged.

3 70. Release by Participating Class Members: Upon the complete funding of the Gross
4 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
5 Class Members, on behalf of themselves and their respective former and present representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns shall fully and finally release and
7 discharge the Released Parties from the Released Class Claims that arose during the Class Period.
8 This release shall be binding on all Participating Class Members.

9 71. Release by the State of California and LWDA: As of the date on which Defendant
10 fully fund the Settlement, Plaintiff, the LWDA, and the State of California release the Released
11 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
12 on the facts alleged in the PAGA Notice provided to the LWDA and in the Operative Complaint.
13 A copy of this Agreement will be provided to the LWDA concurrently with submission of the
14 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee
15 portion of the PAGA Penalties and will be deemed to have released any claims arising out of
16 PAGA, regardless of whether they opt-out from the release of their Class claims.

17 72. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
18 Settlement Amount, Plaintiff Corona agrees—on behalf of herself only—to the additional
19 following General Release: In consideration of Defendant's promises and agreements as set forth
20 herein, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns hereby fully release the Released Parties from any and all
22 Released Class Claims and Released PAGA Claims and any and all claims whatsoever of any
23 nature whatsoever, whether known or unknown, or suspected or unsuspected, Plaintiff may have
24 against Released Parties regarding Plaintiff's employment and/or the termination of employment
25 or any other act, omission or event occurring between the Parties at any time prior to the date
26 Plaintiff executes this Agreement, including but not limited to, any claims for wages, penalties,
27 bonuses, business related expenses, severance pay, vacation pay, employment benefits, stock
28 options, violation of any personnel policy, any claims based on discrimination, harassment,

unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.

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

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

73. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

74. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for

the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agree that they will not oppose Plaintiff's Motion for Preliminary Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion. Class Counsel further agrees that it/she/he will provide all necessary notices to the LWDA of the settlement concurrently with Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

75. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or Workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

76. Court Approval: If the Court fails to approve this Settlement for any reason, the Parties agree to attend mediation again in an effort and cooperate in good faith to reach a settlement approved by the Court. However, if ultimately after submitting the settlement for approval to the Court as set forth in the MOU and Settlement Agreement, any Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the

1 form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final
2 because of appellate court action, the terminating Party shall give to the other Party (through
3 its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar
4 days after receiving notice that one of the enumerated events has occurred. Termination shall have
5 the following effects:

- 6 a. The MOU and the Settlement Agreement shall be terminated and shall have no force
7 or effect, and no Party shall be bound by any of its terms.
- 8 b. In the event the Settlement Agreement is terminated, Defendant shall have no
9 obligation to make any payments to any party, Class Member, the State of California,
10 PAGA Member or attorney.
- 11 c. The preliminary approval order, final approval order and judgment shall be vacated.
- 12 d. The Stipulation of Settlement and all negotiations, statements and proceedings relating
13 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
14 be restored to their respective positions prior to the Settlement.
- 15 e. Except as otherwise discoverable, neither this MOU, the Settlement Agreement, nor
16 any ancillary documents, actions, statements or filings in furtherance of settlement
17 (including all matters associated with the mediation) shall be admissible or offered
18 into evidence in this action or any other action for any purpose whatsoever.
- 19 f. Plaintiff shall destroy all documents produced by Defendant pursuant to the Parties'
20 agreement to exchange pre-mediation discovery.

21 77. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
22 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
23 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
24 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
25 of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as
26 may be appropriate under court rules or as set forth in this Settlement.

27 78. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
28 set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set

1 forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

2 79. Entire Agreement: This Settlement Agreement and any attached Exhibit(s)
3 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
4 or oral agreements may be deemed binding on the Parties.

5 80. Amendment or Modification: Subject to the Court's approval, this Settlement
6 Agreement may be amended or modified only by a written instrument signed by counsel for all
7 Parties or their successors-in-interest.

8 81. Binding on Successors and Assigns: This Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 82. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
12 hereto will be governed by and interpreted according to the laws of the State of California.

13 83. Execution and Counterparts: This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
16 of the signature page, will be deemed to be one and the same instrument provided that counsel
17 for the Parties will exchange among themselves original signed counterparts.

18 84. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
19 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
20 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
21 litigation, taking into account all relevant factors, present and potential. The Parties further
22 acknowledge that they are each represented by competent counsel and that they have had an
23 opportunity to consult with their counsel regarding the fairness and reasonableness of this
24 Settlement.

25 85. Invalidity of Any Provision: Before declaring any provision of this Agreement
26 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
27 consistent with applicable precedents so as to define all provisions of this Agreement valid and
28 enforceable.

1 86. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
2 class certification for purposes of this Settlement only; except, however, that either party may
3 appeal any court order that materially alters the Settlement Agreement's terms.

4 87. Class Action Certification for Settlement Purposes Only: The Parties agree to
5 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
6 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
7 that certification for purposes of the Settlement is not an admission that class action certification
8 is proper under the standards applied to contested certification motions and that this Agreement
9 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
10 should be certified or (b) Defendant are liable to Plaintiff or any Class Member, other than
11 according to the Settlement's terms.

12 88. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
14 litigation. In entering into this Agreement, Defendant do not admit, and specifically deny, they
15 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
16 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
17 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
18 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
19 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
20 as an admission or concession by Defendant of any such violations or failures to comply with any
21 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
22 Agreement and its terms and provisions shall not be offered or received as evidence in any action
23 or proceeding to establish any liability or admission on the part of Defendant or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
25 local or other applicable law.

26 89. Captions: The captions and section numbers in this Agreement are inserted for the
27 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
28 provisions of this Agreement.

1 90. Waiver: No waiver of any condition or covenant contained in this Settlement
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
3 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
4 right or remedy.

5 91. Enforcement Action: In the event that one or more of the Parties institutes any
6 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
7 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
8 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
9 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
12 strictly against one Party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15 93. Representation By Counsel: The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
17 and that this Agreement has been executed with the consent and advice of counsel and reviewed
18 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
19 Agreement.

20 94. All Terms Subject to Final Court Approval: All amounts and procedures described
21 in this Settlement Agreement herein will be subject to final Court approval.

22 95. Cooperation and Execution of Necessary Documents: The Parties agree to
23 cooperate to promote participation in the Settlement, and in seeking court approval of the
24 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
25 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or
26 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and
27 will work in good faith to reach an agreement approved by the Court. Defendant further agree
28 that it will not oppose Plaintiff's motion for preliminary approval and/or motion for final

1 approval, so long as the motion for preliminary approval and/or motion for final approval are
2 entirely consistent with the terms of this Settlement Agreement.

3 96. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure
4 of the Settlement or this MOU until after the filing of the motion for preliminary approval of the
5 Settlement. Plaintiff and his counsel represent that they have not made any such disclosure.
6 Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or
7 object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary
8 to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against
9 any public disclosure of the Settlement or this MOU until after the Settlement is preliminarily
10 approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to publicize the
11 terms of this Settlement via any medium, including but not limited to, any newspaper, journal,
12 magazine, website, online reporter of settlements, social media, and/or direct mail.

13 97. Binding Agreement: The Parties warrant that they understand and have full
14 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
15 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
16 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
17 provisions that otherwise might apply under federal or state law.

18
19 DATED: 9/5/2025

DocuSigned by
E7A7D1BC7A5B45
Plaintiff Maria Corona

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23 DATED: _____

Defendant Trish McEvoy, Ltd.

Name: Rob Leonardo

Title: CFO

1
2 **Approved as to Form:**
3

4 **PROTECTION LAW GROUP, LLP**

5
6 

7 DATED: 09/04/2025

8 Amir Nayebdadash
9 Shadi Sahebghalam
10 *Attorneys for Plaintiff*
11 MARIA CORONA

12 **O'HAGAN MEYER, LLP**

13 

14 DATED: 9/12/25

15 Katherine C. Den Bleyker
16 Tatyana Esmailian
17 *Attorneys for Defendant*
18 TRISH MCEVOY, LTD.
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Maria Corona v. Trish McEvoy Ltd.

Los Angeles County Superior Court, Case No. 22STCV21904

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees of Trish McEvoy Ltd. who were employed by Trish McEvoy Ltd. in the state of California at any time between July 6, 2018 to June 16, 2024.

BASIC INFORMATION

1. What Is This Settlement About?

A class action lawsuit was commenced by Maria Corona (“Plaintiff”), former employee of Trish McEvoy Ltd. (“Defendant”), on July 6, 2022. On June 10, 2024, Plaintiff filed a First Amended Complaint to add a cause of action under the Private Attorneys General Act of 2004 (“PAGA”). The case is currently pending in the Los Angeles County Superior Court, Case No. 22STCV21904 (the “Lawsuit”).

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, failed to pay for all vested and unpaid vacation wages upon termination, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Maria Corona) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiff Maria Corona as the Class Representative, and appointed her attorneys at Protection Law Group, LLP

and Lawyers *For* Justice, P.C., as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS INCLUDED IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California at any time between July 6, 2018 to June 16, 2024 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California at any time between April 21, 2021 to June 16, 2024 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Six Hundred Thousand Dollars (\$600,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred Seventy-Five Thousand Dollars (\$210,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff Maria Corona;
- D. **Settlement Administration Costs** in an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$45,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$15,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant between July 6, 2018 to June 16, 2024 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages

and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.

You worked XXX Workweeks during the PAGA Period. Your estimated share of the PAGA Payment is \$XXX.XX.

The Individual Settlement Payment was determined based on Defendant's records of your employment between July 6, 2018, to June 16, 2024, and is presumed correct. The PAGA Payment was determined based on Defendant's records of your employment between April 21, 2021, to June 16, 2024. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant Trish McEvoy Ltd. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, employees, predecessors, successors, and assigns.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action including the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages, double time wages, and failure to pay other wages of any kind during employment; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to reimburse or indemnify necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to pay wages timely; (viii) failure to maintain accurate employment records; (ix) failure to pay all accrued vacation / paid time off wages; and (x) unfair business practices that could have been premised on the claims, causes of action or legal

theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from July 6, 2018, to June 16, 2024.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the operative Complaint for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from April 21, 2021, to June 16, 2024.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount and cannot object to the settlement. However, if you worked between April 21, 2021, to June 16, 2024, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim. If you exclude yourself, you will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than [RESPONSE DEADLINE]. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Corona v. Trish McEvoy Ltd.* I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [RESPONSE DEADLINE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

THE LAWYERS REPRESENTING THE PROPOSED CLASS

9. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS *for* JUSTICE, P.C., as Class Counsel in this Action. Contact information for Class Counsel is as follows:

PROTECTION LAW GROUP, LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Shadi Sahebghalam, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$210,000.00 and reimbursement of litigation costs/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], at the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012 in Department 15.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually, in person or through your own attorney at this hearing. For information on how to access a hearing virtually, please visit the Court's website at <http://www.lacourt.org/> and click on "Online Services" or visit LA Court Connect's webpage directly at <https://my.lacourt.org/laccwelcome> and click on "Civil."

Please note that face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Please check the Court's website at <https://www.lacourt.org> for current social distancing procedures for attending the hearing should you wish to do so.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (<http://.com>).

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www.\[REDACTED\].com](http://www.[REDACTED].com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the

Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at <http://www.lacourt.org>, and click on "Online Services", "Case Document Images - Civil", and follow the instructions on creating an online account.

You can also get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www. or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

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EXHIBIT 3