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*Attorneys for Plaintiff and Proposed Class
Members*

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

ISAAC ALVAREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

VALLEY CONNECTION, LLC DBA CARL'S
JR., a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV-00985

CLASS ACTION

*[Assigned for all purposes to the Honorable
Brian McCabe, Courtroom 8]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with the Memorandum of Point and
Authorities, Declaration of Veronica Olivares,
and Proposed Judgment]*

FINAL APPROVAL HEARING

Date: April 27, 2023

Time: 8:15 a.m.

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Isaac Alvarez (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

CASE BACKGROUND

4. On March 30, 2022, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3)

1 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit
2 rest periods (Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (Labor
3 Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226);
4 (7) failure to indemnify employees for expenditures; and (8) unfair business practices (Business
5 and Professions Code 17200 et seq.).

6 5. On October 14, 2022, the Court approved the parties' stipulation permitting Plaintiff
7 to file a First Amended Complaint adding additional claims for civil penalties under the Private
8 Attorneys General Act (Labor Code § 2698 *et seq.*)

9 DISCOVERY AND INVESTIGATION

10 6. Following the filing of the Complaint, the parties exchanged documents and
11 information before mediating this action. Defendant produced a sampling of time and pay records
12 for class members. Defendant also provided its wage and hour policies and practices during the
13 class period, and information regarding the total number of current and former employees.

14 7. After reviewing documents regarding Defendant's wage and hour policies and
15 practices, and analyzing Defendant's time and pay records, Class Counsel was able to evaluate the
16 probability of class certification, success on the merits, and Defendant's maximum monetary
17 exposure for all claims. Class Counsel also investigated the applicable law regarding the claims
18 and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a
19 damage analysis prior to mediation.

20 SETTLEMENT NEGOTIATIONS

21 8. Counsel participated in lengthy arms-length settlement negotiations that involved
22 numerous discussions, exchanges of information, and candid evaluation of the respective Parties'
23 strengths and weaknesses. On July 12, 2022, the parties participated in private mediation with
24 experienced class action mediator Gig Kyriacou, Esq. After extensive negotiations and discussions
25 regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties
26 were able to reach a resolution, the material terms of which are encompassed within the Settlement,
27 attached hereto as Exhibit 1.

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1 9. The Settlement class only includes class members who worked for Defendant in
2 California as hourly-paid or non-exempt employees at any time from March 30, 2018 through
3 October 15, 2022, and who have not signed an arbitration agreement with Defendant. No claim
4 form is required in order to receive a settlement payment.

5 10. The Settlement includes a class representative enhancement to the Named Plaintiff.
6 Subject to Court approval, Plaintiff Isaac Alvarez shall be paid an enhancement not to exceed
7 \$8,000. This amount is for Plaintiff's time and effort in bringing and presenting the action, and in
8 exchange for a general release of all claims, known or unknown, pursuant to Civil Code Section
9 1542.

10 11. The Settlement provides that Defendant will not oppose a fee application of up to
11 33 1/3% (\$101,666.67) of the Settlement Amount, plus out-of-pocket costs not to exceed
12 \$25,000.00. At this time, Class Counsel's costs are approximately \$12,490.99. Class Counsel also
13 anticipates additional costs in the amount of \$300 which includes the costs for filing Plaintiff's
14 Motion for Final Approval and appearing at the hearing via CourtCall. However, Class Counsel
15 will only seek a portion (\$9.01) of the additional costs in light of the settlement. Class Counsel
16 therefore seeks \$12,500 in costs. A true and correct copy of Plaintiff's costs to the date is attached
17 to this declaration as **Exhibit 2**.

18 12. This Court issued its Order on November 30, 2022 granting preliminary approval.

19 13. Class Counsel submitted the proposed settlement and accompanying papers to the
20 LWDA before filing this Motion for Final Approval. Attached as **Exhibit 3** is a true and correct
21 copy of the online forms submitted to the LWDA regarding this proposed settlement of PAGA
22 claims.

23 14. There are no other related actions that might be encompassed in the scope of the
24 released claims alleged in this action.

25 **THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE**

26 15. The Settlement provides for attorney's fees payable to Class Counsel in an amount
27 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$101,666.67,
28 plus actual costs and expenses not to exceed \$12,500. The proposed award of attorneys' fees to

Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

16. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (13+ years)	30	\$850	\$25,500
Benjamin H. Haber	Associate Attorney (6 th Year)	58	\$650	\$37,700
Daniel J. Kramer	Associate Attorney (6 th Year)	55	\$600	\$33,000
Min Jee Kim	Paralegal	18	\$150	\$2,700
Ashley Narinyans	Paralegal	12	\$150	\$1,800
Total:				\$100,700

17. Plaintiff's counsel has spent 173 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff's counsel to achieve this result include, but are not limited to, the following:

- (a) the investigation of the matter, including meeting with Plaintiff, reviewing Defendants' policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
- (b) filing the Action;
- (c) meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- (d) selecting a mediator and mediation date;
- (e) working with opposing counsel and consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior

to attendance of the mediation in this matter;

(f) reviewing policy documents from Defendant;

(g) preparation of a mediation brief and damages model for use at mediation;

(h) attendance at mediation by all Parties and Counsel;

(i) communicating with Plaintiff who requested updates or other information regarding this matter;

(j) negotiating, finalizing and fully executing the Settlement Agreement, in which numerous drafts were distributed;

(k) preparing and filing the Motion for Preliminary Approval and supporting documents;

(l) communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement and obtaining updated addresses from class members for purposes of receiving the class notices and administering the settlement checks; and

(m) preparing the instant Motion for Final Approval.

18. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

19. We can provide complete, detailed billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

20. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to class member inquiries, and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair.

21. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation

1 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
2 that have resulted in thousands of attorney hours being expended and ultimately having
3 certification denied or the defendant company going bankrupt. The contingent risk in these types
4 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
5 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

6 22. Because most individuals cannot afford to pay for representation in litigation on an
7 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
8 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
9 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
10 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
11 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
12 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
13 that we recover more than our regular hourly rate when we win if we are to remain in practice so
14 as to be able to continue representing other individuals in civil rights employment disputes.

15 23. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
16 this case.

17 24. As of the drafting of this motion, my office has incurred around \$12,490.99 in
18 expenses litigating this action. These expenses are reasonably necessary to the litigation and were
19 actually incurred by my office. We also anticipate accruing additional costs of at least \$300 which
20 includes the costs for filing Plaintiff's Motion for Final Approval and appearing at the hearing via
21 CourtCall. However, Class Counsel will only seek a portion (\$9.01) of the additional costs in light
22 of the settlement, or up to \$12,500 in total. These costs should be reimbursed in full, up to the
23 maximum amount allowed in the Settlement Agreement.

24 **CLASS COUNSEL'S EXPERIENCE**

25 25. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report
26 as one of the nation's Best Law Firms in 2023 and is comprised of over 55 attorneys and over 300
27 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment
28 litigation, representing employees in both individual and class actions in both state and federal

1 courts throughout California.

2 26. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
3 are experienced in litigating Labor Code violations in both individual, class action, and
4 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
5 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
6 and data privacy litigation.

7 27. I graduated from the University of California, Los Angeles's College Honors
8 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
9 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
10 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
11 2008.

12 28. My practice is focused on advocating for the rights of consumers and employees in
13 class action litigation and appellate litigation. I am currently the primary attorney in charge of
14 litigating several class action cases in state and federal courts across the United States.

15 29. I have received numerous awards for my legal work. From 2017 to 2020, Super
16 Lawyers selected me as a "Southern California Rising Star," and in 2022 and 2023, I was selected
17 as a "Southern California Super Lawyer." I was selected as one of the "Best Lawyers in America"
18 in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40"
19 attorney. I am also rated 10.0 ("Superb") by Avvo.com.

20 30. I am on the California Employment Lawyers Association (CELA)'s Wage and Hour
21 Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced Wage
22 & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
23 mentored young attorneys through CELA's mentorship program.

24 31. I am also a past member of the Consumer Attorneys of California (CAOC). In 2020,
25 I was selected for a position on CAOC's Board of Directors. In 2020, I was also a past member of
26 CAOC's Diversity Committee, and I helped assist the CAOC in defeating bills that harm
27 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
28 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California

1 Labor Code § 226.

2 32. As the attorney responsible for day-to-day management of this matter at the
3 Wilshire Law Firm, I have over thirteen years of experience with litigating wage and hour class
4 actions. Over the last thirteen years, I have managed and assisted with the litigation and settlement
5 of several wage and hour class actions. In those class actions, I performed similar tasks as those
6 performed in the course of prosecuting this action. My litigation experience includes:

- 7 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
8 million in gross recovery to class members since 2020, including over \$37.5 million
9 in 2022.
- 10 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
11 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
12 data breach class action holding that consumer plaintiffs adequately alleged injury
13 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 14 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
15 in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6
16 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and four additional
17 cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- 18 d. To my knowledge, I am the only attorney to appear on each of the following *Top*
19 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
20 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 21 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
22 winning class certification on behalf of hundreds of thousands of consumers for
23 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
24 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 25 f. As lead counsel, I prevailed against Bank of America by: winning class certification
26 on behalf of thousands of employees for California Labor Code violations; defeating
27 appellate review of the court's order certifying the class; defeating summary
28 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*

(N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.

g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as Wright & Miller’s *Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus

¹ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

support from a brief authored by Andrew J. Pincus.² Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

- i. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)
- j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court also ordered defendant to pay for the cost of *Belaire-West* notice.
- k. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General’s Office.
- l. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

- 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

granting plaintiff's motion to strike defendant's affirmative defenses based on *Twombly/Iqbal*).

2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).

3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").

4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").

f. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

g. During 2012, I helped negotiate class action settlements worth approximately \$2,750,000 in gross recovery to class members. One of these cases was *Luna v. Cotti Foods Corp.*, Orange County Superior Court No. JCCP 4599, a \$2,000,000 settlement.

33. My current current contingent billing rate of \$850 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class

actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am a 14th year attorney, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

- b. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.
- d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my previous \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, No. 19STCV32396.
- f. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services*,

1 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
2 which I served as lead counsel. In doing so, the Court approved my then \$600
3 hourly rate and found: “Class Counsel’s declarations show that the attorneys are
4 experienced and successful litigators.” (*Id.* at p. *10.)

5 34. Benjamin H. Haber is a sixth-year Associate Attorney at Wilshire Law Firm. His
6 current hourly rate is \$650. He graduated from the University of California, Los Angeles, with a
7 Bachelor of Arts in Political Science, and received his Juris Doctor from the University of
8 California, Hastings College of the Law in 2016. During law school, he was a member of the
9 executive board for the Hastings Law Journal and student mediator at the San Francisco Superior
10 Court, Small Claims Division. He was admitted to practice law in the State of California in 2017.
11 Since graduating from law school, he has focused his legal work primarily on wage-and-hour
12 litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in
13 California.

14 35. Daniel J. Kramer is a sixth-year Associate Attorney at Wilshire Law Firm, PLC. His
15 current contingent billing rate for this case is \$600 per hour, which is consistent with his level of
16 experience. He was admitted to practice law in the State of California and the Central, Eastern, and
17 Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts
18 in History and Political Science, and received his Juris Doctor from Loyola Law School, Los
19 Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles
20 International and Comparative Law Review. Before joining Wilshire Law Firm, he practiced
21 briefly at a firm that focused on municipal law and code enforcement and then moved to a respected
22 plaintiff-side firm to practice wage and hour class action litigation. He has several years of work
23 experience litigating wage and hour class actions.

24 36. Min Jee Kim is a paralegal at Wilshire Law Firm with eleven years of experience
25 working at law firms, including over five years of experience working on class action cases. She
26 is a graduate of the University of California, San Diego with a Bachelor’s of Arts degree in
27 Economics.

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1 37. Ashley Narinyans is a paralegal at Wilshire Law Firm with six years of experience
2 working at law firms, including over three years of experience working on class action cases. She
3 is a graduate of the California State University, Northridge with a Bachelor's of Science degree in
4 Business Administration & Business Law, Magna Cum Laude and member of the Golden Key
5 International Honors Society.

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

8 Executed on April 5, 2023, at Los Angeles, California.

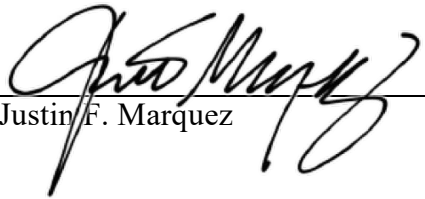
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10
11 
12 Justin F. Marquez

Exhibit 1

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Attorneys for Defendant

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

ISAAC ALVAREZ, individually, and on behalf
 of all others similarly situated,

Plaintiff,

v.

VALLEY CONNECTION, LLC DBA CARL'S
 JR., a California limited liability corporation; and
 DOES 1 through 10, inclusive.

Defendant.

Case No.: 22CV-00985

CLASS ACTION

[Assigned to: Hon. Brian McCabe, Courtroom
 8]

JOINT STIPULATION OF SETTLEMENT

Complaint filed: March 30, 2022
 Trial date: Not set

1 This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiff,
2 ISAAC ALVAREZ (“Plaintiff”), on his own behalf and on behalf of all members of the
3 Settlement Class, as defined below, and Defendant VALLEY CONNECTION, LLC DBA
4 CARL’S JR. (“Defendant,” and together with Plaintiff, the “Parties”), in the lawsuit entitled
5 *Isaac Alvarez v. Valley Connection, LLC dba Carl’s Jr.*, filed in Merced County Superior Court,
6 Case No. 22CV-00985. This Joint Stipulation Re: Class Settlement resolves all claims that were
7 asserted or could have been asserted against Defendant pertaining to the claims in the Litigation.

8 **I. DEFINITIONS**

9 **A. Administrative Costs.** All administrative costs of settlement, including cost of
10 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by
11 the Settlement Administrator in connection with the execution of its duties under this Stipulation of
12 Settlement.

13 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
14 synonymously herein to mean this Stipulation of Settlement.

15 **C. Class Counsel.** The term “Class Counsel” as used herein means: WILSHIRE LAW
16 FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiff and the Settlement
17 Class. The term Class Counsel shall be used synonymously with the term Plaintiff’s Counsel.

18 **D. Court.** The term “Court” as used herein means the Superior Court of the State of
19 California for the County of Merced.

20 **E. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval
21 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
22 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order
23 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
24 Approval Order or the final dismissal of any proceeding to review the Final Approval Order,
25 provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal
26 is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final
27 Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

28 **F. Date of Final Approval.** The terms “Date of Final Approval” or “Final Approval.

Order” as used herein mean date of issuance of the final formal judgment entered by the Court at the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

G. Defendant. The term “Defendant” as used herein means VALLEY CONNECTION, LLC.

H. Employer Taxes. Employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

I. Litigation. The term “Litigation” as used herein means the action entitled filed in Merced County Superior Court, Case No. 22CV-00985.

J. Named Plaintiff. The term “Named Plaintiff” as used herein means Isaac Alvarez.

K. Net Settlement Fund. The term “Net Settlement Amount” or “Net Settlement Fund” as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs, Administrative Costs, enhancement to the Named Plaintiff, and penalties recoverable pursuant to California’s Private Attorneys General Act (“PAGA”) (the “PAGA Settlement”), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.

L. Net Settlement Payments. The term “Net Settlement Payment(s)” shall include payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

M. PAGA Employee. For settlement purposes only, the Parties agree to the definition of a PAGA Employee as: All persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the PAGA Settlement Period of April 8, 2021 through October 15, 2022, and who have not signed an arbitration agreement with Defendant (together, collectively referred to as the “PAGA Employees”).

N. PAGA Settlement Period. April 8, 2021 through October 15, 2022.

O. PAGA Settlement. In order to settle claims alleged under the Private Attorneys’ General Act, California *Labor Code* section 2698 et seq., the Parties agree to allocate \$12,700.00 from the Settlement Amount as penalties authorized by the California Labor Code Private Attorneys

1 General Act of 2004 (PAGA Settlement). Seventy-five percent (75%) of the PAGA Settlement
2 (totaling \$9,525.00) will be paid to the Labor and Workforce Development Agency and 25% of the
3 PAGA Settlement (totaling \$3,175.00) will be distributed to participating PAGA Employees.

4 **P. Settlement.** The term “Settlement” as used herein means this Agreement to resolve
5 the Litigation.

6 **Q. Settlement Administrator.** The term “Settlement Administrator” as used herein
7 means Phoenix Settlement Administrators, which will be responsible for the administration of the
8 Settlement Amount, as defined below, and all related matters.

9 **R. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
10 used synonymously herein to mean this Stipulation of Settlement.

11 **Q. Settlement Amount.** The term “Settlement Amount” as used herein means the sum
12 of Three Hundred and Five Thousand Dollars and Zero Cents (\$305,000.00). which shall be paid by
13 Defendant, and from which all Net Settlement Payments, Court-approved attorneys’ fees and
14 Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII,
15 enhancement to Named Plaintiff pursuant to Section XIV, statutory penalties, interest, and PAGA
16 Settlement pursuant to Section XVI shall be paid, except as provided herein. Subject to Section XI(C)
17 below, the Settlement Amount will be increased in the event the final number of workweeks in the
18 Settlement Period is more than 10% higher than the initially agreed upon estimate of 29,937
19 workweeks.

20 **R. Settlement Class.** For settlement purposes only, the Parties agree to the certification
21 of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

22 All persons who worked for Defendant in California as an hourly-paid or
23 non-exempt employee during the Settlement Period of March 30, 2018
24 through October 15, 2022, and who have not signed an arbitration agreement
25 with Defendant (together, collectively referred to as the "Class Members").

26 **S. Settlement Period.** The term “Settlement Period” as used herein means the
27 period from March 30, 2018 through October 15, 2022, or the date when the Court grants
28 preliminary approval of the settlement, whichever is earlier.

II. BACKGROUND

A. In the Litigation, the Named Plaintiff alleges, inter alia, on behalf of himself and all others similarly situated, that Defendant violated California state wage and hour laws, the California Business and Professions Code Section 17200 et seq., and PAGA, as a result of Defendant's California wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant failed to pay its employees at or above the applicable minimum wage rates, failed to provide regular/straight time, overtime, and double time pay, failed to provide meal breaks (including first and second meal breaks), and failed to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee. Plaintiff further alleged that the aforementioned resulted in the employees receiving inaccurate wage statements, and the underpayment of wages to employees upon termination and/or resignation. Finally, the Plaintiff made claims for unfair competition and penalties under California's Private Attorney General Act ("PAGA") arising out of the alleged wage and hour policies and practices.

Class Counsel conducted informal discovery concerning the claims and defenses set forth in the Litigation, such as a sample of class member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well as information regarding the number of putative class members and the mix of current versus former employees, the wage rates in effect, and the amount of meal and rest period premium wages paid to class members.

B. Named Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties participated in a full day of mediation before Gig Kyriacou, Esq., a well-respected wage and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject to the approval of the Court, and finalization of a formal Stipulation of Settlement. The Parties have engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the Court for preliminary and Final Approval.

C. Class Counsel has conducted an investigation of the law and facts relating to the

claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the Named Plaintiff and the members of the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiff, on her own behalf and on behalf of the Settlement Class, has agreed to settle the Litigation with Defendant on the terms set forth herein.

D. Defendant has concluded that for reasons including the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in Defendant's best interests to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against them in the Litigation, and denies that this case could be certified as a class action or proceed on a representative bases, or that a trial would result in any damages. However, without admitting to any liability, Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final and complete settlement of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II.A.

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California *Code of Civil Procedure* Section 664.6, the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with

1 the terms set forth herein.

2 **IV. STIPULATION OF CLASS CERTIFICATION**

3 The Parties stipulate to the certification of this Settlement Class for purposes of Settlement
4 only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the
5 Settlement Class only for purposes of Settlement. Should the Settlement not become final, for
6 whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification
7 as part of the Settlement shall have no bearing on, and shall not be admissible in connection with,
8 the issue of whether a class should be certified in a non-settlement context in the Litigation.
9 Defendant expressly reserves the right to oppose class certification and/or proactively move to deny
10 certification should this Settlement be modified or reversed on appeal or otherwise not become final.

11 **V. MOTION FOR PRELIMINARY APPROVAL**

12 Named Plaintiff will bring a motion before the Court for an order preliminarily approving the
13 Settlement including the Notice of Class Action and Proposed Settlement, and Workweek Dispute
14 Form, which are attached hereto as **Exhibits “A” and “B,”** respectively, and including certification
15 of the Settlement Class for settlement purposes only.

16 The date that the Court grants Preliminary Approval of this Agreement will be the
17 “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and
18 will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On
19 the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion
20 for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq.*, PAGA.

21 **VI. STATEMENT OF NO ADMISSION**

22 **A.** Defendant denies liability to Named Plaintiff and to the Settlement Class upon any
23 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an
24 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
25 made against them in the Litigation.

26 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
27 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
28 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the

Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with implementation of the Settlement.

C. None of the documents produced or created by Named Plaintiff or the Settlement Class in connection with the claims procedures or claims settlement procedures constitute, and they are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

D. The Parties agree that class certification pursuant to California *Code of Civil Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

VII. WAIVER, RELEASE AND CONFIDENTIALITY

A. Release as to All Settlement Class Members.

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above), Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, and 1197, the California Industrial Welfare Commission ("IWC") Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California Labor Code § 226.7(b); (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; (7) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226 and 1174.5; (8) all claims alleged in

1 the operative complaint, under any legal theory of liability, for failure to indemnify employees for
2 expenditures pursuant to California Labor Code § 2802; (9) all claims alleged in the operative
3 complaint, under any legal theory of liability, for violation of Business & Professions Code §§ 17200,
4 *et seq.*; (10) all claims alleged in the operative complaint and Plaintiff's PAGA letter, under any legal
5 theory of liability, for penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*); and (11) all
6 claims alleged in the operative complaint, under any legal theory of liability, for any penalties or any
7 another amounts that could be potentially owed to Class Members during the Settlement Period,
8 including penalties owed pursuant to California Labor Code §§ 210, 226.3, 558, and 1197.1; and
9 any and all claims for attorneys' fees, costs, or interest related to the above claims under any
10 provision of law.

11 ///

12 **B. General Release by Named Plaintiff Only.**

13 In addition to the release made in Section VII(A), Named Plaintiff makes the additional
14 following general release of all claims, known or unknown. Named Plaintiff releases Defendant,
15 and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers,
16 directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of
17 them, from all claims, demands, rights, liabilities and causes of action of every nature and description
18 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
19 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
20 connection with Named Plaintiff's employment with Defendant as well as any and all acts or
21 omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred
22 to hereinafter as the "General Release.")

23 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
24 Date of Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished,
25 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
26 California Civil Code, or any other similar provision under federal or state law, which provides:

27 **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY**
28 **GENERAL RELEASE.] A GENERAL RELEASE DOES NOT**

1 **EXTEND TO CLAIMS THAT THE CREDITOR OR**
2 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
3 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
4 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY**
5 **HIM OR HER WOULD HAVE MATERIALLY AFFECTED**
6 **HIS OR HER SETTLEMENT WITH THE DEBTOR OR**
7 **RELEASED PARTY.”**

8 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
9 than or different from the facts now believed to be true, the release of claims contained herein shall
10 be effective as to all unknown claims.

11 **B. PAGA Release.**

12 Upon the date the Court’s Final Approval Order becomes “Final” (as that term is defined in
13 Section I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named
14 Plaintiff and all PAGA Employees waive, release, discharge, and promise never to assert in any
15 forum any and all civil penalties under the Private Attorneys General Act (“PAGA”), California
16 Labor Code section 2698 et seq., and demands for related interest and attorneys’ fees on the penalties,
17 that were asserted in the Litigation and/or letter sent to the Labor and Workforce Development
18 Agency by Plaintiff during the PAGA Settlement Period, or which could have been alleged in the
19 Litigation based on the facts asserted in the Litigation arising during the Settlement Period against
20 Defendant Valley Connection, LLC, and its divisions, affiliates, predecessors, successors,
21 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
22 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers,
23 attorneys, and related corporations, individually and collectively.

24 **VIII. SETTLEMENT ADMINISTRATOR**

25 Named Plaintiff and Defendant, through their respective counsel, have selected Phoenix
26 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
27 includes, but is not limited to, distributing and responding to inquiries about Notice of Class Action
28 and Proposed Settlement and Workweek Dispute Form, determining the validity of any disputes and
 opt-outs, calculating all amounts to be paid from the Net Settlement Amount, and maintaining a
 website with information about the Settlement. The Settlement Administrator shall update the

1 website to include any changes of the location or date of the Final Approval Hearing and the final
2 judgment. Charges and expenses of the Settlement Administrator, estimated to be no more
3 \$25,000.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement
4 Administrator greater than the allocated \$25,000.00 will come from the Settlement Amount. If the
5 actual Settlement Administrator fees are less than the Parties' estimation, the difference between the
6 actual and estimated Settlement Administrator fees will revert to the participating Settlement Class
7 Members. The Parties agree that this Agreement may be provided to the Settlement Administrator
8 to effectuate its implementation of the settlement procedures herein.

9 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

10 **A. Notice.**

11 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a
12 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form,
13 which in substance will be provided to the members of the Settlement Class as follows:

14 As soon as practicable following Preliminary Approval of the Settlement, but no later than
15 thirty (30) calendar days after the Court's Preliminary Approval Order, Defendant will provide to
16 the Settlement Administrator the following information about each Settlement Class Member ("Class
17 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during
18 the Settlement Period or the dates of employment for each Settlement Class Member; and (4) Social
19 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
20 production date to ensure that the format will be acceptable to the Settlement Administrator.
21 Plaintiff's Counsel shall also receive a redacted Class List that shall only disclose an identification
22 number attributed to each class member and the number of workweeks each class member worked
23 during the Settlement Period.

24 The Settlement Administrator shall run all the addresses provided through the United States
25 Postal Service NCOA database (which provides updated addresses for any individual who has moved
26 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
27 current address information, and shall mail the Notice and Workweek Dispute Form to the members
28 of the Settlement Class via first-class regular U.S. Mail using the most current mailing address

1 information available, within ten (10) calendar days of the receipt of the Class List from Defendant.
2 The Notice shall provide the members of the Settlement Class forty-five (45) days' notice of all
3 applicable dates and deadlines.

4 The Notice will also include information regarding the nature of the Litigation; a summary
5 of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
6 preliminarily approved the Settlement; the nature and scope of the claims being released; the
7 procedure and time period for objecting to the Settlement, the date and location of the Final Approval
8 Hearing; information regarding the opt-out procedure; Defendant's calculation of the number of
9 Eligible Workweeks that each Settlement Class Member has worked as an employee in California at
10 any time during the Settlement Period, and the estimated potential recovery for the proposed
11 Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement
12 Class Members.

13 For each Settlement Class Member, the Workweek Dispute Form will identify the number of
14 Eligible Workweeks that he or she was employed and inform the employee of his or her right to
15 dispute this number by completing and returning the form within forty-five (45) days of the postmark
16 date of the Workweek Dispute Form. A Settlement Class Member's receipt of his or her share of the
17 Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form.
18 Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the
19 Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the
20 number of Eligible Workweeks is discussed in Section X, below.

21 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
22 perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator
23 is successful in locating a new address, it will re-mail the Notice to the Settlement Class Member.
24 Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-
25 deliverable before the deadline date, shall be sent to the forwarding address affixed thereto.

26 Should any member of the Settlement Class timely submit a Workweek Dispute Form with
27 a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the
28 Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency

1 notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen
2 (14) days from the mailing of the deficiency notice to postmark a written response to cure all
3 deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or
4 timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree
5 to allow the dispute.

6 No later than twenty-one (21) days before the Final Approval Hearing, the Settlement
7 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to
8 the completion of the Notice process, including the number of attempts to obtain valid mailing
9 addresses for and re-sending of any returned Notices, as well as the number of valid Workweek
10 Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

11 **B. Objections.**

12 In order for any Settlement Class member to object to this Settlement, or any term of it, the
13 person making the objection must not submit a request for exclusion (i.e., must not opt out). To
14 object to the Settlement in writing, a Class Member may send the objection to the Settlement
15 Administrator by forty-five (45) days after Notice of the Proposed Class Action Settlement was
16 initially mailed to the Settlement Class members. A Settlement Class member making an objection
17 may appear at the Final Approval Hearing with or without submitting any written objection. The
18 Settlement Class member may appear personally or through an attorney, at his or her own expense,
19 at the Final Approval hearing to present his or her objection directly to the Court. If a Settlement
20 Class member objects to the Settlement, the Settlement Class member will remain a member of the
21 Settlement Class and if the Court approves this Agreement, the Settlement Class member will be
22 bound by the terms of the Settlement and Final Approval Order in the same way and to the same
23 extent as a Settlement Class member who does not object. The date of mailing of the Notice to the
24 objecting Settlement Class member shall be conclusively determined according to the records of the
25 Settlement Administrator. The Court retains final authority with respect to the consideration and
26 admissibility of any Settlement Class member objections. Any Settlement Class member who
27 submits an objection may also participate in the settlement.

28 Named Plaintiff hereby endorses the Settlement as fair, reasonable and adequate and in the

1 best interests of the Settlement Class.

2 **C. Opportunity to be Excluded and Defendant's Opt-Out Threshold.**

3 In order for any Settlement Class Member to validly exclude himself or herself from the
4 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request
5 to be Excluded") must be signed by the Settlement Class Member or his or her authorized
6 representative and must be sent to the Settlement Administrator, postmarked by no later than forty-
7 five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement
8 Class Members. The Notice shall contain instructions on how to opt out.

9 The date of the initial mailing of the Notice, and the date the signed Request to be Exclude
10 was postmarked, shall be conclusively determined according to the records of the Settlement
11 Administrator. Any Settlement Class member who timely and validly submits a Request to be
12 Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Net
13 Settlement Payments, will not be bound by the terms and conditions of the Settlement, and will not
14 have any right to object, appeal, or comment thereon.

15 Any member of the Settlement Class who does not timely file and mail a Request to be
16 Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance
17 with this Settlement.

18 In the event that 10% or more of the Class Members exercise their right to exclude themselves
19 and opt out of the Settlement and Settlement Agreement, Defendant retains the exclusive right, but
20 not the obligation, to withdraw from and terminate the Settlement and the Settlement Agreement and
21 return all parties back to their same position before the Settlement was reached and the Settlement
22 Agreement was entered into. In the event that Defendant exercises such rights under this paragraph,
23 the Plaintiff and Defendant shall resume the Litigation through and until there is a final settlement
24 of the Litigation. Defendant must notify Class Counsel and the Court of such a decision to withdraw
25 and terminate the Settlement no later than five (5) days prior to the date of the Final Approval
26 Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to
27 the Settlement for any reason, and Defendant shall pay all administration expenses incurred through
28 the date of its termination of the Settlement.

D. Cooperation.

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class member's options.

X. DISPUTES PROCEDURE

Named Plaintiff and Defendant have agreed upon the following payment formula to resolve all disputes submitted by Settlement Class members during the Settlement Period.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant during the Settlement Class Period ("Total Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Fund by the total number of Workweeks available to the Class Members who do not opt out in accordance with Section IX(C) above during the Settlement Class Period ("Workweek Point Value").

An "Individual Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks") by the Workweek Point Value. Eligible Workweeks are calculated as the number of days between a Class Member's start date and end date working as an hourly-paid or non-exempt employee for Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint will be added together to produce a total number of Eligible Workweeks for that Class Member. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

If a member of the Settlement Class does not dispute the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person need not take further action to participate in the Settlement. If the member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek

1 Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible
2 Workweeks that such person believes in good faith is correct, and stating that the member of the
3 Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's
4 personnel file and leave management records to determine such information, and attaching any
5 relevant documentation in support thereof. The member of the Settlement Class must mail the signed
6 and completed statement no later than forty-five (45) days after the date of the mailing of the
7 Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and
8 Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement
9 Class.

10 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
11 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
12 the Settlement Class member was employed and the pertinent leave(s) taken, which records
13 Defendant agrees to make available to the Settlement Administrator and Class Counsel.

14 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator
15 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
16 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
17 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates
18 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck
19 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the
20 paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of
21 Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send
22 written notice of the decision on any such claim to the Settlement Class member, to Class Counsel,
23 and counsel for Defendant within ten (10) calendar days of receipt of the dispute.

24 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

25 **A. Distribution Formula.**

26 Members of the Settlement Class not opting out will receive a lump sum payment as good
27 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,
28 in an amount determined by the Settlement Administrator in accordance with the provisions of this

1 Agreement.

2 The lump sum payment to each member of the Settlement Class not excluding him/ herself
3 will be determined in accordance with the procedure set forth in Section X.

4 **B. Funding of Settlement.**

5 Within thirty (30) calendar days following the date on which the Court grants Final Approval
6 of the Settlement and a determination of the pro-rata share of the settlement amount to which each
7 member of the Settlement Class is entitled, Defendant will deposit the first half of the Settlement
8 Amount (totaling \$152,500.00) and the half of the Employer Taxes into an interest-bearing trust
9 account for the benefit of the participating Settlement Class members and Class Counsel, through
10 the Settlement Administrator.

11 Within 6 months after the first payment described above, Defendant will deposit the second
12 half of the Settlement Amount (totaling \$152,500.00) and the second half of the Employer Taxes
13 into the same trust account. In the event the Settlement Amount is increased pursuant to Section
14 XI(C) below, Defendant will deposit the additional funds within 6 months after the first payment
15 described above. At no time prior to Final Approval of the Settlement shall Defendant be required to
16 escrow any portion of the Settlement Amount.

17 **C. Potential Increase in Funding.**

18 Defendant represents that there are approximately 27,215 Workweeks at issue for the
19 Settlement Class Members prior to the date of the parties' mediation on July 12, 2022. In the event
20 the number of Workweeks worked by the Settlement Class Members increases by more than 10%,
21 or approximately 2,722 Workweeks by the date of Preliminary Approval or October 15, 2022,
22 whichever is earlier, then the Settlement Amount shall be increased proportionally by the Workweeks
23 in the Settlement Period in excess of 27,215 multiplied by the Workweek Value. The Workweek
24 Value shall be calculated by dividing the Settlement Amount by 27,215 Workweeks. The Parties
25 agree that the Workweek Value is \$11.21 (\$305,000.00 / 27,215 Workweeks). Thus, for example,
26 should there be 35,000 Workweeks in the Settlement Period, then the Settlement Amount shall be
27 increased by \$87,269.85 ((35,000 Workweeks – 27,215 Workweeks) x (\$11.21/Workweek)). The
28 Settlement Amount will not be reduced due to Defendant's estimate.

C. Time for Distribution.

The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved enhancement to Named Plaintiff, and PAGA Settlement) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the date of funding the second installment of the Settlement Amount and accompanying Employer Taxes.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil Procedure Section 384, the parties shall follow the procedure set for in (1) – (5) below in regard to unpaid residue:

- (1) Unpaid residue (uncashed or returned checks) will be paid, with interest, to California Rural Legal Assistance, Inc., 1430 Franklin Street, Suite 103, Oakland, CA 94612, which has been selected by the parties as a nonprofit organization that operates in the counties in which the Settlement Class lives and that supports projects that will benefit the class or similarly situated persons, or that promotes the law consistent with the objectives and purposes of the underlying causes of action, and that provides civil legal services to the indigent.
- (2) The attorneys for the parties shall file, with the Motion for Final Approval, a stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended Judgment (Section 384) memorializing the parties' agreement to amend the judgment to adopt the administrator's determination of amount of unpaid residue, plus interest, if any, from the date of entry of the initial judgment, to be paid to the cy pres;
- (3) The parties shall attach to the Stipulation a [Proposed] Stipulated Amended Judgment form with a signature line for the court and blanks for the amount of residue plus interest to be added to the judgment and the total amount of the amended judgment;

(4) Along with the Final Report, the administrator shall file, with the court, a photocopy of the attorneys' Stipulation to Amend Judgment along with a [Proposed] Stipulated Amended Judgment form with the amount of residue plus interest to be added to the judgment and the total amount of the judgment, plus interest, filled in;

(5) The court signs and enters the Stipulated Amended Judgment;

(6) In such event, the Class Members and PAGA Employees will nevertheless remain bound by this Settlement Agreement, including the release of the Released Claims.

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$101,666.67, which represents 33 1/3% of the Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$12,500.00, which represents all past and future Litigation costs and expenses necessary to prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to Class

Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final Approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendant for such work. This amount shall include all attorneys’ fees, Litigation costs, and expenses for which Named Plaintiff and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar days following the date the settlement is funded pursuant to Section XI(B), the Settlement Administrator shall disburse payment from the Settlement Amount for the amount of attorneys’ fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XIV. ENHANCEMENT TO NAMED PLAINTIFF

Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall not seek or receive an amount in excess of \$8,000.00 for her participation in and assistance with the Litigation (i.e., Named Plaintiff’s class representative enhancement / service award). Any enhancement awarded to Named Plaintiff by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than \$8,000.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a prorata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

1 In Defendant's sole discretion, and to which Named Plaintiff and Class Counsel do not object,
2 the amount of federal income tax withholding will be based upon a flat withholding rate for
3 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
4 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
5 withholding codes or regulations.

6 For withholding tax characterization purposes and payment of taxes, the Net Settlement
7 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

8 (1) 33 1/3% as wages; and

9 (2) 66 2/3% as penalties and wages.

10 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the
11 Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement
12 Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is
13 changed after the date of this Agreement, the processes set forth in this Section may be modified in
14 a manner to bring Defendant into compliance with any such changes.

15 Finally, any and all Employer Taxes which Defendant normally would be responsible for
16 paying based on the Net Settlement Payments made to the individual Class Members will be paid by
17 Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated
18 Net Settlement Allocation.

19 **XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

20 **A. PAGA Payment Amount**

21 In order to implement the terms of this Settlement and to settle claims alleged under PAGA,
22 California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$12,700.00 from the
23 Settlement Amount as penalties authorized by PAGA. Seventy-five percent (75%) of the PAGA
24 Settlement (totaling \$9,525) will be paid to the Labor and Workforce Development Agency and 25%
25 of the PAGA Settlement (totaling \$3,175) will be distributed to the PAGA Employees, through the
26 Settlement Administrator and at no additional cost to Defendant. A Request to be Excluded does not
27 exclude a PAGA Employee from the release of claims under California Labor Code § 2698, *et seq.*
28 under the PAGA Release set forth in this Agreement, and a PAGA Employee will receive his or her

1 Individual PAGA Settlement Payment even if he or she submits a valid Request to be Excluded.

2 Within twenty one (21) calendar days following the date the settlement is funded pursuant to
3 Section XI(B), the Settlement Administrator shall disburse the 75% of the PAGA Settlement to the
4 California Labor and Workforce Development Agency ("LWDA") and Plaintiff's counsel will
5 provide notice to the LWDA of the fact that the settlement has been approved by the court along with
6 a copy of the settlement agreement and the court order confirming the approval of the settlement
7 through the appropriate LWDA/DIR website.

8 **B. PAGA Distribution Formula.**

9 The Settlement Administrator will calculate the total number of PAGA Pay Periods for all
10 PAGA Employees who were employed by Defendant during the PAGA Settlement Period ("Total
11 PAGA Pay Periods"). The value of each PAGA Pay Period shall be determined by the Settlement
12 Administrator by dividing the employees' 25% portion of the PAGA Settlement (\$3,175) by the total
13 number of Pay Periods available to PAGA Employees who do not opt out in accordance with Section
14 IX(C) above ("Pay Period Point Value").

15 An "Individual PAGA Settlement Payment" for each PAGA Employee will then be
16 determined by multiplying a PAGA Employee's workweeks worked during the PAGA Settlement
17 Period ("Eligible Pay Periods") by the Pay Period Point Value. Eligible Pay Periods are calculated
18 as the number of days between a PAGA Employee's start date and end date working as an hourly-
19 paid or non-exempt employee for Defendant during the PAGA Settlement Period, divided by 14.
20 Where a PAGA Employee has worked multiple eligible stints or tenures during the PAGA Settlement
21 Period, the number of Eligible Pay Periods in each eligible stint will be added together to produce a
22 total number of Eligible Pay Periods for that PAGA Employee. The Individual PAGA Settlement
23 Payment will be reduced by any required legal deductions, for each participating PAGA Employee.

24 **C. Taxation and Allocation.**

25 The PAGA Settlement comprises payments for penalties and interest. It shall not be deemed
26 as wages and no contribution regarding taxes are to be paid by Defendant regarding any portion of
27 the PAGA Settlement. Forms 1099 regarding the PAGA Settlement will be distributed at times and
28 in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this

1 Agreement, by the Settlement Administrator.

2 **XVII. COURT APPROVAL**

3 This Agreement and the Settlement is contingent upon Final Approval by the Court and the
4 entry of judgment. Named Plaintiff and Defendant agree to take all steps as may be reasonably
5 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent
6 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
7 in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.
8 Named Plaintiff and Defendant expressly agree that they will not file any objection to the terms of
9 the Settlement or assist or encourage any person or entity to file any such objection.

10 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
11 restored to their respective positions in the Litigation, ante mediation, except as otherwise provided
12 in Section XVIII, below.

13 **XVIII. MISCELLANEOUS PROVISIONS**

14 **A. Stay of Litigation.**

15 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
16 Final Approval of the Settlement by the Court.

17 **B. Interpretation of the Agreement.**

18 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.
19 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
20 other written or oral representations or terms, and no such extrinsic oral or written representations or
21 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
22 that this Agreement is to be construed according to its terms and may not be varied or contradicted
23 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of
24 California, both in its procedural and substantive aspects, without regard to its conflict of laws
25 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
26 be resolved solely and exclusively in the Superior Court of the State of California for the County of
27 Los Angeles, and Named Plaintiff and Defendant hereby consent to the personal jurisdiction of the
28 Court over them solely in connection therewith. Named Plaintiff, on her own behalf and on behalf

1 of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement
2 and had available to them the advice and assistance of independent counsel. As such, neither Named
3 Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against
4 the other.

5 The terms and conditions of this Agreement constitute the exclusive and final understanding
6 and expression of all agreements between Named Plaintiff and Defendant with respect to the
7 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original
8 signatories and approved by the Court.

9 **C. Further Cooperation.**

10 Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to
11 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
12 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
13 possible.

14 **D. Confidentiality of Documents.**

15 After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator,
16 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
17 declarations and other information obtained in the lawsuit, unless necessary for appeal or such
18 documents are ordered to be disclosed by the Court or by a subpoena. After the expiration of any
19 appeals period, Named Plaintiff and her counsel shall destroy or delete documents or copies or digital
20 records of documents produced by Defendant and its counsel regarding the Settlement Class
21 members such as wage statements and payroll records, other than documents which pertain directly
22 to Named Plaintiff.

23 **E. Counterparts.**

24 The Agreement may be executed in one or more actual or non-original counterparts, all of
25 which will be considered one and the same instrument and all of which will be considered duplicate
26 originals.

27 **F. Authority.**

28 Each individual signing below warrants that he or she has the authority to execute this

Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries.

Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Modification.

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties in writing without Court approval if the Parties agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

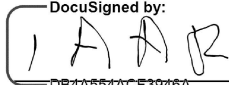
J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

APPROVED AS TO FORM AND CONTENT:

Date: 10/17/2022, 2022

ISAAC ALVAREZ, on behalf of himself and all others similarly situated

By:  DocuSigned by:
DB4A554ACF5940A

ISAAC ALVAREZ, Plaintiff

Date: _____, 2022

VALLEY CONNECTION, LLC

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

1 Agreement on behalf of the party for whom or which that individual signs.

2 **G. No Third-Party Beneficiaries.**

3 Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of
4 this Agreement, but there are no third-party beneficiaries.

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10 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

11 **I. Deadlines Falling on Weekends or Holidays.**

12 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
13 legal holiday, that deadline shall be continued until the following business day.

14 **J. Severability.**

15 In the event that any one or more of the provisions contained in this Agreement shall for any
16 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
17 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
18 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if
19 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

20
21 APPROVED AS TO FORM AND CONTENT:

22 Date: _____, 2022

ISAAC ALVAREZ, on behalf of himself and all
others similarly situated

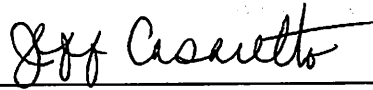
23
24 By: _____

ISAAC ALVAREZ, *Plaintiff*

25
26
27 Date: 10/17, 2022

VALLEY CONNECTION, LLC

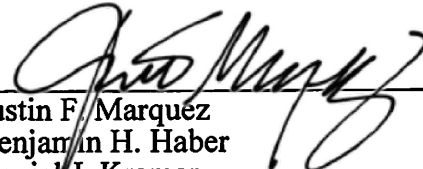
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

By: 
Name:
Position: Managing Member
For VALLEY CONNECTION, LLC,
Defendant

APPROVED AS TO FORM:

Date: October 17, 2022

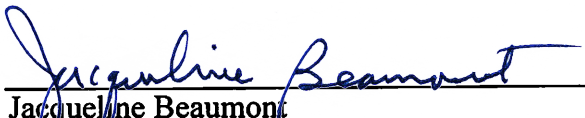
WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Benjamin H. Haber
Daniel J. Kramer

Attorneys for Plaintiff

Date: October 17, 2022

CALL & JENSEN
A Professional Corporation

By: 
Jacqueline Beaumont
L. Lisa Sandoval

Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED
Isaac Alvarez v. Valley Connection, LLC dba Carl's Jr.
Case No. 22CV-00985

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
VALLEY CONNECTION, LLC WILL NOT RETALIATE AGAINST YOU FOR
PARTICIPATING IN THIS SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

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

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above-captioned class action (“the Action”) filed in the Merced County Superior Court has been reached by Valley Connection, LLC (“Valley Connection”) and Isaac Alvarez (“Plaintiff”), an individual, on behalf of himself and all others similarly situated and has been granted Preliminary Approval by the Court supervising the Action. The Merced County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- Valley Connection has agreed to settle a lawsuit brought on behalf of all persons who worked for Valley Connection in California as an hourly-paid or non-exempt employee during the period from March 30, 2018 through October 15, 2022, and who have not signed an arbitration agreement with Defendant (the “Settlement Period”) (hereafter, “Settlement Class”).
- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of Valley Connection: minimum wage, straight time wage, overtime and/or double time wage, failure to pay for all hours worked, meal and rest breaks and any premiums thereon, wage statement violations, waiting time penalties, failure to indemnify for expenditures, and other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and penalties under California’s Private Attorneys General Act (“PAGA”) arising out of the alleged wage and hour policies and practices of Valley Connection. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases Valley Connection from liability for these claims.
- The parties in the lawsuit disagree on whether Valley Connection is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Valley Connection about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Merced County Superior Court on behalf of the Settlement Class. The lawsuit alleges that members of the Settlement Class were not paid all minimum, straight time, and overtime wages, were not paid for or properly provided meal and rest breaks, were not paid all wages due at termination and/or resignation, were not issued accurate wage statements, were not provided reimbursements for all necessary business-related expenses, and were subjected to unfair competition. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Valley Connection denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Valley Connection contends, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Valley Connection further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Valley Connection. Plaintiff thinks he would have prevailed on his claims at a trial. Valley Connection does not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and

Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked for Valley Connection in California as an hourly-paid or non-exempt employee during the Settlement Period, and who have not signed an arbitration agreement with Defendant.

C. What does the Settlement provide?

1. Settlement Amount.

Valley Connection will pay a total of Three Hundred and Five Thousand Dollars and Zero Cents (\$305,000.00) (the "Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual class members) to the Settlement Class, Attorneys' Fees (not to exceed 33 ⅓ % of the Settlement Amount, or \$101,666.67), Litigation Expenses not to exceed \$12,500.00, Settlement Administrative Costs estimated in an amount not to exceed \$25,000.00, the PAGA Settlement Payment in the amount of \$12,700.00, and an enhancement payment to the Named Plaintiff not to exceed \$8,000.00. Any and all Employer Taxes which Valley Connection normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by Valley Connection separate and apart from the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class Members.

2. Net Settlement Amount.

"Net Settlement Amount" means the Settlement Amount minus the Attorneys' Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement payment payable to the Labor & Workforce Development Agency ("LWDA"), and the enhancement payment to the Named Plaintiff.

3. Your Individual Payment Amount.

The Claims Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant Valley Connection during the Settlement Period ("Total Workweeks"). The value of each Workweek shall be determined by the Claims Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not "opt out" (as defined on pages 5-6 below) during the Settlement Period ("Workweek Point Value").

An "Individual Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks ("Eligible Workweeks") by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: 20% as wages, 40% as penalties, and 40% as interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) in the Settlement Agreement), Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Valley Connection, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including the following claims: 1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, and 1197, the California Industrial Welfare Commission ("IWC") Wage Orders, or any comparable federal statute under any theory of liability; 2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; 3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage Orders; 4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, and the IWC Wage Orders; 5) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to California Labor Code § 226.7(b); 6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§ 201-203; 7) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226 and 1174.5; 8) all claims alleged in the operative complaint, under any legal theory of liability, for failure to indemnify employees for expenditures pursuant to California Labor Code § 2802; 9) all claims alleged in the operative complaint, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq.*; 10) all claims alleged in the operative complaint and Plaintiff's PAGA letter, under any legal theory of liability, for penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*); and 11) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties or any another amounts that could be potentially owed to Class Members during the Settlement Period, including penalties owed pursuant to California Labor Code §§ 210, 226.3, 558,

and 1197.1; and any and all claims for attorneys' fees, costs, or interest related to the above claims under any provision of law.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the "Final Approval Hearing") on [REDACTED], 2022, at 627 West 21st Street, Merced, CA 95340, in Courtroom 8 of the Merced County Superior Court. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You are permitted to provide an objection at the Final Approval Hearing, in the first instance, even if you did not provide a written objection beforehand. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff's counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The average potential recovery for each proposed Settlement Class Member is \$ [REDACTED].

The estimated amount of your Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Settlement Payment paid to each Settlement Class Member is based upon the number of workweeks you worked between March 30, 2018 through October 15, 2022. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Valley Connection, subject to time limits called Statute of Limitations and other potential defenses that Valley Connection may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by completing the form on **Page 8** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: Phoenix Settlement Administrators, [insert address]. To be valid, your request for exclusion must be postmarked no later than [45 days after mailing].

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing to object, regardless of whether you provided a written objection beforehand, either in person or through an attorney at your own expense.

Any written objection may be mailed to the Settlement Administrator at [redacted] (Address) by [redacted] [45 days after mailing].

The contact information for Plaintiff’s counsel and Defendant’s counsel is provided below solely for your informational purposes. Written objections should only be sent to the Settlement Administrator at the address provided above, not to Plaintiff’s counsel or Defendant’s counsel.

PLAINTIFF’S/CLASS COUNSEL

Justin F. Marquez
justin@wilshirelawfirm.com
Benjamin H. Haber
benjamin@wilshirelawfirm.com
Daniel J. Kramer
dkramer@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

VALLEY CONNECTION, LLC’S COUNSEL

Jacqueline Beaumont
jbeaumont@calljensen.com
L. Lisa Sandoval
lsandoval@calljensen.com
CALL & JENSEN
610 Newport Center Drive, Suite 700
Newport Beach, California 92660
Telephone: (949) 717-3000
Facsimile: (949) 717-3100

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

Phoenix Settlement Administrators
[Insert address]

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Joint Stipulation Re: Class Settlement” which is available for viewing online, along with other court records regarding this case, on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website.

Alternatively, you may also obtain a copy of the Settlement Agreement and related documents online through the Merced County Superior Court’s website, by going to the following webpage: <https://jpportal.mercedcourt.org/mercedpublic> and entering “22CV-00985” for the case number.

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF’S COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, Phoenix Settlement Administrators, [insert contact information]. Please refer to the *Isaac Alvarez v. Valley Connection, LLC dba Carl’s Jr.* Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS

[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*
NOT PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]

OPT-OUT FORM

Isaac Alvarez v. Valley Connection, LLC dba Carl's Jr
MERCED COUNTY SUPERIOR COURT CASE NUMBER 22CV-00985

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND
MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID,
POSTMARKED ON OR BEFORE [+45 DAYS FROM MAILING], ADDRESSED TO:

Phoenix Settlement Administrators
[Insert address]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE [DATE].**

I [insert your name] _____ wish to be excluded from the Settlement Class in the case
of *Isaac Alvarez v. Valley Connection, LLC dba Carl's Jr.*, Merced County Superior Court Case Number
22CV-00985.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately
set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement
that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I
voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that
by excluding myself, I may not accept any money allocated for me in the proposed settlement and
may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims
related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I

understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Valley Connection, LLC has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

EXHIBIT B

CLASS WORKWEEK DISPUTE FORM

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

Isaac Alvarez v. Valley Connection, LLC dba Carl's Jr.
Case No. 22CV-00985

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY VALLEY CONNECTION, LLC ("VALLEY CONNECTION") IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN MARCH 30, 2018 AND OCTOBER 15, 2022, AND YOU HAVE NOT SIGNED AN ARBITRATION AGREEMENT, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Eligible Workweeks you worked for Valley Connection in California from March 30, 2018 to October 15, 2022.

"Eligible Workweeks" are defined as any week in which you worked at least one (1) day during the calendar week. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before [redacted] [45 days after initial mailing]. Documentary evidence may be helpful to substantiate your dispute claim, but it is not required.

If you believe that the number of workweeks stated below is correct, you do not have to do anything.

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at [insert address]; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Valley Connection, LLC in California, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are:

<<NUMBER OF WORKWEEKS>> .

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is <<INSERT>>.

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Eligible Workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

Check the box below ONLY if you wish to dispute the data listed in Section I:

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Valley Connection's records and make a determination as to the validity of my dispute based upon Valley Connection's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**ISAAC ALVAREZ v. VALLEY CONNECTION, LLC
CLASS ACTION SETTLEMENT**

c/o

**[Insert]
address**

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «OPT-OUT DEADLINE**».**

Exhibit 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

3/31/2023

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
EXPERT FEES					
	7/12/2022	9003716a	Mediation Fee	9,000.00	9,000.00
	7/28/2022	6447	Expert Fees	812.50	812.50
Total EXPERT FEES				9,812.50	9,812.50
Legal Expenses					
	4/6/2022	846130079	Legal Research	8.16	8.16
	4/9/2022		PAGA Fee	75.00	75.00
	8/11/2022		Legal Research	388.43	388.43
	11/4/2022		Legal Research	6.35	6.35
	11/28/2022		CourtCall	94.00	94.00
Total Legal Expenses				571.94	571.94
Process Service Fees					
	4/12/2022		Attorney Services	1,494.06	1,494.06
	4/28/2022	47060	Attorney Services	141.00	141.00
	5/4/2022	47150	Attorney Services	45.00	45.00
	5/12/2022	47227	Attorney Services	85.00	85.00
	10/12/2022		Attorney Services	38.35	38.35
	10/31/2023		Attorney Services	16.57	16.57
	11/7/2022		Attorney Services	79.53	79.53
	11/19/2022		Attorney Services	172.18	172.18
	12/7/2022		Attorney Services	17.60	17.60
Total Process Service Fees				2,089.29	2,089.29
Other Costs					
	4/8/2022	E-2981708	Printing Costs	4.75	4.75
	4/11/2022	E-932827	Printing Costs	6.13	6.13
	4/11/2022	E-932834	Printing Costs	6.13	6.13
	5/2/2022	E-994042	Printing Costs	0.25	0.25
Total Other Costs				17.26	17.26
TOTAL				12,490.99	12,490.99

Exhibit 3

Ashley Narinyans

To: Min Jee Kim
Subject: RE: Thank you for your Proposed Settlement Submission

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, October 31, 2022 4:46 PM
To: Min Jee Kim <minjee@wilshirelawfirm.com>
Subject: Thank you for your Proposed Settlement Submission

10/31/2022 04:45:22 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the S

Court Case Number *

22CV-00985

Hearing Date (if any)

November 23, 2022

Hearing Time

8:15 a.m.

Hearing Location

Merced Superior Court

Number of aggrieved employees *

255

Gross settlement amount *

305000

Gross penalty amount *

12700

Penalties to LWDA *

9525

Date of proposed settlement *

07/15/2022

Proposed Settlement and Other Documents

Proposed Settlement *

 2022 10-31 Valley Connection – MPA (FINAL).pdf

Other Attachment (if any)

 2022 10-31 Valley Connection – Decl. (FINAL).pdf

Other Attachment (if any)

 2022 10-31 Valley Connection – P Order (FINAL).pdf[Remove](#)[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Alvarez v. Valley Connection, LLC dba Carl's Jr., et al.
22CV-00985

PROOF OF SERVICE