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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MELISSA GARCIA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

WOLFORD AMERICA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07870

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action and PAGA Settlement;
Declaration of Proposed Class Representative
(Melissa Garcia); and [Proposed] Order filed
concurrently herewith]

Date: December 8, 2022
Time: 11:00 a.m.
Department: 6

Complaint Filed: March 1, 2021
FAC Filed: October 4, 2022
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Melissa Garcia (“Plaintiff” or “Class Representative”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions and successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, intervention. She has successfully handled
27 briefing and oral argument on appeal and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor's degree from
8 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
9 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
10 California in 2015. I am admitted to practice before all courts of the State of California and all
11 federal district courts in the State of California. I have worked on many wage and hour class action
12 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
13 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
14 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
15 court appearances. Prior to working at Lawyers for Justice, PC, I spent several years working for
16 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
17 employed as general counsel for a DMHC licensed discount dental plan.

18 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
19 **REPRESENTATIVE ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
21 ("LFJ") has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various "manager" positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

28 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA

1 representative action against a manufacturer of plastic containers on behalf of non-exempt
2 employees. On October 31, 2017, the court granted final approval of the class and PAGA
3 representative action settlement. The Los Angeles County Superior Court Case Number is
4 BC577233.

5 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
7 employees. On December 11, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC569646.

10 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a property management company
12 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
13 approval of the class and PAGA representative action settlement. The Los Angeles County
14 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
15 Number is 4819.

16 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a global provider of flexible office
18 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC498401.

21 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
22 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
23 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
24 County Superior Court Case Number is VCU264528.

25 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a behavioral health service provider on behalf of non-exempt
27 employees. On November 13, 2018, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. The San Diego County Superior Court Case Number is
24 37-2015-00025968-CU-OE-CTL.

25 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
26 nutritional products manufacturer on behalf of non-exempt production line employees. On
27 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
28 certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

PRELIMINARY APPROVAL

8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Welford America, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of March 17, 2022, the Class is estimated to consist of approximately forty-five (45) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over a year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an extensive discussion regarding their evaluations of the case and various aspects

of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff, Participating Class Members, Aggrieved Employees, and the State of California against the Released Parties.

12. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Class Counsel was preparing the action for class certification and trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendant, Plaintiff, and other sources. Class Counsel propounded multiple sets of formal written discovery requests on Defendant (specifically, (Form Interrogatories (Set One); Requests for Production of Documents (Set One); and Special Interrogatories (Sets One & Two)) and noticed the deposition of Defendant's person most knowledgeable regarding job duties and organizational structure of Defendant. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to employment records of Plaintiff and other Class Members a detailed sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, supplements and amendments thereto, financial information (including but not limited

1 to pay statements and earning statements), company policy acknowledgements (including but not
2 limited to, Employment Acknowledgement Form for California Supplement to Welford Employee
3 Handbook, Confidentiality Agreement, Dress Code Agreement, and Commissioned Sales
4 Employment Agreement), internal memoranda, job descriptions, new hire orientation documents,
5 Defendants' operations and employment practices, forms, procedures, and policies (Staff
6 Exclusive Policy, Electronic Resources Policy, Cell Phone and Handheld Mobile Device Usage
7 policy, Meal and Rest Periods policy, and Attendance and Punctuality policy), among other
8 information and documents. Class Counsel interviewed Plaintiff and other Class Members to
9 gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
10 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
11 of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation
12 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
13 among other tasks.

14 13. Counsel for the Parties have also invested time researching and investigating the
15 applicable law, which is constantly evolving as it relates to certification, representative PAGA
16 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
17 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
18 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and
19 reasonable.

20 14. The Settlement provides for a Gross Settlement Amount of Three Hundred Seventy-
21 Five Thousand Dollars and Zero Cents (\$375,000.00). The Net Settlement Amount is the Gross
22 Settlement Amount less the following amounts subject to approval by the Court: Class Counsel
23 Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class
24 Representative Service Payment to Plaintiff, Administration Expenses Payment to Administrator,
25 and allocation for PAGA Penalties, seventy-five percent (75%) of which is will be distributed to
26 the Labor and Workforce Development Agency ("LWDA") and the remaining twenty-five percent
27 (25%) will be distributed to Aggrieved Employees on a *pro rata* basis. Assuming the amounts
28 allocated under the Settlement toward these payments are awarded by the Court, the Net

1 Settlement Amount is currently estimated to be One Hundred Thirty-Eight Thousand Two
2 Hundred Fifty and Zero Cents (\$138,250.00). The Gross Settlement Amount will be fully
3 distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

4 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Administrator")
5 to handle the notice and settlement administration. The Parties respectfully request that the Court
6 appoint Simpluris to handle these procedures and serve as the settlement administrator. Defendant
7 will provide Simpluris with a list of Class Members that Defendant will compile from its records,
8 which will include each Class Member's full name, last known address, last known telephone
9 number, number of Workweeks, number of PAGA Pay Periods, Social Security number, and last
10 known email address ("Class List"), and Simpluris will calculate each Settlement Class Member's
11 estimated share of the Net Settlement Amount ("Individual Class Payment") and each PAGA
12 Group Member's estimated share of the 25% portion for the PAGA Penalties ("Individual PAGA
13 Payment"). Simpluris will also receive requests for exclusion from the Settlement, objections to
14 the Settlement, and disputes regarding Workweeks or PAGA Pay Periods; provide necessary
15 reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings;
16 prepare and submit informational and other tax filings and documents; issue and transmit all
17 payments provided for by the Settlement, including and not limited to, mailing Individual Class
18 Payment checks to the Participating Class Members and Individual PAGA Payment checks to
19 Aggrieved Employees; and perform any other usual and customary duties for administering a class
20 action settlement. The Administration Expenses Payment are currently estimated not to exceed
21 Five Thousand Dollars and Zero Cents (\$5,000.00) and will be paid out of the Gross Settlement
22 Amount, subject to approval of the Court.

23 16. Based on investigation and information discovered, Class Counsel believes that
24 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
25 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
26 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
27 rest periods and to pay associated premium pay, failed to timely pay wages during employment
28 and upon termination of employment, failed to provide compliant wage statements, failed to

1 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
2 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
3 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
4 also asserted that Class Members were expected to perform similar job duties and were subject to
5 the same or similar operations and employment policies, practices, and procedures. Additionally,
6 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
7 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
8 that the Class Members, were uniformly not paid all of the compensation that was owed to them
9 by Defendant. Thus, in Class Counsel's view, it is clear the outcome of this litigation would be
10 determined by Defendant's uniform operations and employment practices, policies, and
11 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
12 California during the Class Period.

13 17. Class Counsel is aware of the defenses and position of Defendant but believes that
14 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
15 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
16 delays inherent in such litigation, including those involved in class certification and/or
17 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
18 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
19 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
20 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
21 complex labor and employment matters.

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
24 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
25 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
26 have also had the opportunity to interview witnesses and review documents and information
27 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
28 operations and employment policies, practices, and procedures. The Parties also reviewed and

1 analyzed thousands of pages of documents and data, including but not limited to a detailed
2 sampling of Class Members' time and pay information, to determine the potential value and
3 strength of the claims. The available information enabled Class Counsel to estimate the potential
4 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
5 conducted adequate investigation and discovery to be sufficiently informed of the nature and
6 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
7 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
8 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
9 risks to both sides that would attend further litigation. The Settlement takes into account the
10 strengths and weaknesses of each side's position and the uncertainty of how the case might have
11 concluded at certification, trial, and/or appeals.

12 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
13 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
14 (i.e., \$131,250.00) and costs in an amount not to exceed Eighteen Thousand Dollars and Zero
15 Cents (\$18,000.00), which will be paid out of the Gross Settlement Amount, subject to approval
16 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
17 and will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to seven thousand five
19 hundred dollars (\$7,500.00) to Plaintiff as a Class Representative Service Payment, to be paid out
20 of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable
21 time and effort to produce relevant documents and past employment records and to provide the
22 facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
23 Class Counsel needed him and actively tried to obtain information that would benefit the Class.
24 Accordingly, it is appropriate and just for Plaintiff to receive a Service Payment, in addition to her
25 individual settlement payments, for her services on behalf of the Class, Aggrieved Employees, and
26 the State of California.

27 **ESTIMATE OF THE VALUE OF THE CLAIM(S)**

28 21. Plaintiff's action alleges that Defendant has violated the California Labor Code and

1 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
2 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
3 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
4 periods and associated premium pay, failing to timely pay wages during employment, failing to
5 timely pay wages upon termination and associated waiting-time penalties, failing to provide
6 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
7 necessary business expenses. Plaintiff further contend that Defendant's aforementioned conduct
8 constitutes unfair business practices under the California Business and Professions Code ("UCL")
9 and gives rise to civil penalties recoverable under PAGA.

10 22. Based on data provided by Defendant, the total number of class members during the
11 period from March 1, 2017 to March 17, 2022 ("relevant time period") was estimated to be
12 approximately forty-five (45) individuals who worked a total of 2,531 workweeks with an average
13 hourly rate of pay of sixteen dollars and thirty-two cents (\$16.32).

14 23. Plaintiff contended that Defendant engaged in a pattern and practice of wage abuse
15 against their hourly-paid or non-exempt employees within the State of California. This pattern and
16 practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and
17 for missed meal periods and rest breaks in violation of California law. Plaintiff also contended that
18 Defendant rounded the work time recorded by Plaintiff and the other class members in a manner
19 that was not fair and neutral on its face and/or that favored Defendant over time, resulting in
20 Plaintiff and the other class members being underpaid for their time worked. Additionally,
21 Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class
22 members all wages due to them while they were employed by Defendant, within the time period
23 permissible under California law, and that Defendant failed to pay all wages due upon termination,
24 within the time period permissible under California law, thereby triggering waiting-time penalties
25 under California Labor Code section 203. Plaintiff contended that, based on the violations
26 described herein, the wage statements provided by Defendant and the payroll records kept by
27 Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse
28 Plaintiff and the other putative class members for necessary business expenses, including, but not

1 limited to, the costs associated with the use of personal cell phones and purchasing and/or
2 maintaining work attire necessary to perform their work duties.

3 24. Class Counsel considered defense arguments, e.g., that the employer's practices,
4 policies, and procedures complied with the law, that Defendant paid putative class members over
5 the California minimum wage for all hours worked, that Defendant correctly paid overtime for all
6 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
7 only arise from "willful" failure to pay wages due and owing at the time of termination or
8 resignation, that Plaintiff and putative class members suffered no actual injury from the alleged
9 wage statement violations and that this alleged violation and the alleged recordkeeping violation
10 are entirely derivative of the other causes of action, and that a policy and practice of reimbursing
11 employees for necessary business-related expenses exists. Class Counsel also considered the
12 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
13 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
14 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
15 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
16 that it could be determined that individual liability issues predominate (e.g. due to purported
17 variation in shifts, locations, job duties, and other circumstances which could raise individualized
18 questions of fact) and could pose challenges to certification, manageability, and the merits of
19 Plaintiff's claims.

20 25. Class Counsel considered information obtained through investigations and from
21 Plaintiff, as well as class data and information obtained from Defendant, Plaintiff and other
22 sources, and created violation, damages, and penalties valuations and models prior to reaching the
23 Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the
24 potential value of each claim assumed an exposure based on the case having been certified and
25 Plaintiff having proven all elements of the claims and entitlement to monetary recovery, despite
26 risks associated with obtaining and maintaining certification, demonstrating manageability, and
27 establishing liability and any underlying California Labor Code violations and damages, and
28 significant additional costs that would have to be incurred in order to certify the case and establish

1 liability and damages. Plaintiff also faced the risk of the Court finding that individualized issues
2 predominate, such that the action is not suitable for class treatment and representative adjudication.
3 While Class Counsel disagreed with defense arguments and factual contentions, Plaintiff's
4 recognized the circumstances and realities of the case, applicable case law and regulations, the
5 costs and expenses of further litigation and certification, and risks to recovery, and applied
6 appropriate discounts for them. Class Counsel calculated the potential and realistic values of the
7 claim(s) as follows:

- 8 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
9 be \$123,917.76 (2,531 workweeks x 2 hours of unpaid overtime wages x overtime
10 hourly rate of \$24.48, which is based on the average hourly rate of \$16.32). At this
11 juncture, a discount of 20% was applied to account for the risks associated with
12 obtaining and maintaining class certification (bringing the value of this claim closer
13 to \$99,134.21), a discount of 40% was applied to account for the risks associated
14 with succeeding on the merits and establishing liability (bringing the value of this
15 claim closer to \$59,480.53), and a discount of 40% was applied to account for the
16 risks associated with proving the extent of damages and obtaining an award thereof
17 (bringing the value of this claim closer to \$35,688.32).
- 18 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
19 be \$41,305.92 (2,531 workweeks x 1 hour of unpaid minimum wages x average
20 hourly rate of \$16.32). At this juncture, a discount of 20% was applied to account
21 for the risks associated with obtaining and maintaining class certification (bringing
22 the value of this claim closer to \$33,044.74), a discount of 40% was applied to
23 account for the risks associated with succeeding on the merits and establishing
24 liability (bringing the value of this claim closer to \$19,826.84), and a discount of
25 50% was applied to account for the risks associated with proving the extent of
26 damages and obtaining an award thereof (bringing the value of this claim closer to
27 \$9,913.42).
- 28 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential

value of this claim was estimated to be \$82,611.84 (2,531 workweeks x 2 meal period premium x average hourly rate of \$16.32). At this juncture, a discount of 20% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$66,089.47), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$39,653.68), and a discount of 40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$23,792.21).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$41,305.92 (2,531 workweeks x 1 rest period premium x average hourly rate of \$16.32). At this juncture, a discount of 20% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$33,044.74), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$16,522.37), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$8,261.19).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately thirty-three (33) putative class members had been terminated during the three-year statute of limitations (i.e., from March 1, 2018). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$129,254.40 collectively (33 individuals x [30 days x hourly rate of \$16.32 x 8 hours]), or

approximately \$3,916.80 per individual. At this juncture, a discount of 20% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$103,403.52), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$62,042.11), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$31,021.06).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$33,950.00 ([13 initial violations x \$50 statutory penalty] + [333 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 20% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$27,160.00), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$16,296.00), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$8,148.00).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$7,593.00 (2,531 workweeks x \$3 unreimbursed business expenses). At this juncture, a discount of 20% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$6,074.40), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$3,037.20), and a discount of 50% was applied to

account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$1,518.60).

- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$25,350.00 (13 aggrieved employees estimated to have worked during one-year statutory period x \$1,950.00 civil penalties). At this juncture, a discount of 20% was applied to account for the risks associated with demonstrating manageability (bringing the value of this claim closer to \$20,280.00), a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$16,224.00), and a discount of 20% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$12,979.20).

26. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class, Aggrieved Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 14th day of October 2022, at Glendale, California.



Brian J. St. John

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Melissa Garcia (“Plaintiff”) and Defendant Wolford America, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Melissa Garcia v. Wolford America, Inc.*, Case No. 21STCV07870, initiated on March 1, 2021 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.
- 1.5. “Class” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Edwin Aiwasian, Arby Aiwasian, Johanna Ghosh, and Brian J. St. John of Lawyers for Justice, PC, and all the lawyers of this firm acting on behalf of Plaintiff and the Class.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, last known telephone number, last known email address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address

database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the court approved Notice of Class Action Settlement, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from March 1, 2017 through the date of Preliminary Approval of the Settlement.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Class Settlement” means the settlement and resolution of all Released Class Claims.

1.16. “Court” means the Superior Court of California, County of Los Angeles.

1.17. “Defendant” means named Defendant Woldford America, Inc.

1.18. “Defense Counsel” means Katherine C. Den Bleyker of Lewis Brisbois Bisgaard & Smith LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

- 1.24. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties (i.e., the PAGA Employee Amount) calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.
- 1.27. “LWDA PAGA Payment” means the 75% share of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Notice of Objection” means a Participating Class Member’s written objection to the Class Settlement.
- 1.31. “PAGA Employee Amount” means the 25% share of the PAGA Penalties to be distributed to PAGA Employees on a *pro rata* basis based on the number of Workweeks worked during the PAGA Period.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from May 9, 2021 to the date the Court grants Preliminary Approval of the Settlement.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Notice” means Plaintiff’s May 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$18,750.00) and 75% to the LWDA (\$56,250.00) in settlement of PAGA claims.
- 1.37. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. “Plaintiff” means Melissa Garcia, the named plaintiff in the Action.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.44. “Released Parties” means Defendant and each of its former, future, and present owners, parents, and subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.
- 1.45. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.46. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48. “Workweek” means shall mean the number of weeks each Class Member worked at Welford America, Inc. during the Class Period. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Class Member worked at Welford America, Inc. during the Class Period, and dividing by seven (7). Each Class member will be credited with at least one (1) Workweek.

2. RECITALS.

- 2.1. On March 1, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7

and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to timely pay wages during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.* (the “Class Action Complaint”).

2.2. On May 9, 2022, Plaintiff provided written notice by certified mail to the LWDA and to Defendant of the specific provisions of the California Labor Code that Defendant allegedly violated. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On October 4, 2022, Plaintiff filed her First Amended Complaint with the Court, which adds an additional representative cause of action seeking civil penalties pursuant to PAGA (the “Operative Complaint”). .

2.4. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and PAGA Notice, and denies any and all liability for the causes of action alleged.

2.5. On April 28, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq. which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, a random sampling of Class Members’ time and pay records, as well as information and documents concerning the claims set forth in the Action, including but not limited to, Defendant’s employee handbook and relevant wage and hour policies, information regarding the number of Class Members, the number of workweeks and pay periods worked, and the average rate of pay of the Class Members. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. The Court has not yet granted class certification as the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.

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

2.9. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant promises to pay Three Hundred Seventy-Five Thousand Dollars and Zero Cents
4 (\$375,000.00) and no more as the Gross Settlement Amount, and to separately pay any
5 and all employer payroll taxes owed on the Wage Portions of the Individual Class
6 Payments ('Employer Taxes'). Defendant has no obligation to pay the Gross Settlement
7 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this
8 Agreement. The Administrator will disburse the entire Gross Settlement Amount without
9 asking or requiring Participating Class Members or Aggrieved Employees to submit any
10 claim as a condition of payment. None of the Gross Settlement Amount will revert to
11 Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
13 the following payments from the Gross Settlement Amount, in the amounts specified by
14 the Court in the Final Approval:

15 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not
16 more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in
17 addition to any Individual Class Payment and any Individual PAGA Payment the Class
18 Representative is entitled to receive as a Participating Class Member. Defendant will
19 not oppose Plaintiff's request for a Class Representative Service Payment that does not
20 exceed this amount. If the Court approves a Class Representative Service Payment less
21 than the amount requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount for distribution to Participating Class Members. The Administrator
23 will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
24 assumes full responsibility and liability for employee taxes owed on the Class
25 Representative Service Payment.

26 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is
27 currently estimated to be One Hundred Thirty-One Thousand Two Hundred Fifty
28 Dollars and Zero Cents (\$131,250.00) and a Class Counsel Litigation Expenses Payment
of not more than Eighteen Thousand Dollars and Zero Cents (\$18,000). Defendant will
not oppose requests for these payments that do not exceed these amounts. If the Court
approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
Payment less than the amounts requested, the Administrator will allocate the remainder
to the Net Settlement Amount for distribution to Participating Class Members. Released
Parties shall have no liability to Class Counsel or any other plaintiff's Counsel arising
from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel
Litigation Expenses Payment. With respect to the Attorneys' Fees and Costs to Class
Counsel, the Settlement Administrator may purchase an annuity to utilize United
States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class
Counsel, and any additional expenses for doing so shall be paid separately by Class
Counsel and shall not be included within the Settlement Administration Costs. The
Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility
and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel

Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Five Thousand Dollars and Zero Cents (\$5,000.00), the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66.67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties, interest, and non-wage damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be paid from the Gross Settlement Amount, with 75% (i.e., \$56,250.00) allocated to the LWDA PAGA Payment and 25% (i.e., \$18,750.00) allocated to the Employee PAGA Amount.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount for distribution to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there two thousand five hundred and 31 workweeks at issue as of the date of mediation.

4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes (i.e., the Employer taxes) by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The checks issued by the Administrator to the Class Members and Aggrieved Employees will be valid and negotiable for one hundred eighty (180) days after issuance. The face of each check shall prominently state the date when the check will be voided. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.6. For those Class Members whose checks are returned undelivered without a USPS forwarding address within thirty (30) days after the initial mailing, the Administrator must

conduct a Class Member Address Search. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.7. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (the "Cy Pres Recipient"). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASE OF CLAIMS

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

5.1. Plaintiff's Release and Waiver of Rights Under California Civil Code Section 1542. Upon the Effective Date, and as a condition of receiving any portion of the Class Representative Incentive Payments, Plaintiff will agree to the additional following General Release: In consideration of Defendants' promises and agreements as set forth herein, Plaintiff hereby releases all claims related to her employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (with the exception of claims arising pursuant to

California Labor Code Sections 132(a) and 4553).

5.2. Release by Participating Class Members: All Participating Class Members release Released Parties from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint and ascertained in the course of the Action, including, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Notice, and ascertained in the course of the Action for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders 4-2001 and 7-2001.

6. **MOTION FOR PRELIMINARY APPROVAL.**

Plaintiff's counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals, and to provide Defense Counsel with a copy of the same at least four (4) business days prior to filing.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for executing declarations disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient and confirming that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval.

- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 7.3. Notice to Class Members.

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

- 7.3.2. Using best efforts to perform as soon as possible, and in no event later than ten (10) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.3.3. For those Class Members whose Class Notice is returned by the USPS as undelivered within thirty (30) days after the initial mailing, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS not later than three (3) business days after the Administrator's receipt of the undelivered Class Notice. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or

send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4. The deadlines for Class Members' written Notices of Objections, Workweeks disputes, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.4. Requests for Exclusion (Opt-Outs).

7.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes: (1) the case name and number of the Action; (2) the Class Member's full name, address, email address, telephone number, and last four digits of his or her Social Security Number; (3) the signature of the Class Member; (4) a clear statement that the Class Member requests to be excluded from the Settlement; and (5) is sent to the Administrator no later than the Response Deadline. Requests for Exclusion submitted to the Administrator by mail must be postmarked no later than the Response deadline.

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

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 5.2 of this Agreement (i.e., the Released Class Claims), regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement (i.e., the Released PAGA Claims) and are eligible for an Individual PAGA Payment.

7.5. Workweek Disputes. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to dispute the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail and must include: (1) the case name and number of the Action; (2) the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she contends is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Administrator no later than the Response Deadline. Challenges submitted to the Administrator by mail must be postmarked no later than the Response deadline. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6. Objections to Settlement.

7.6.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.6.2. Participating Class Members may send written Notices of Objection to the Administrator by fax, email, or mail. A written Notice of Objection to the Class Settlement must: (1) contain the case name and number of the Action; (2) contain the Settlement Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (5) be submitted no later than the Response Deadline. Written objections sent by mail must be postmarked no later than the Response Deadline. In the

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

7.6.3. Participating Class Members may present objections to the Class Settlement at the Final Approval Hearing, regardless of whether they submit written Notices of Objection.

7.6.4. Non-Participating Class Members have no right to object to the Settlement.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The

Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

7.7.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that there are 2,531 Total Workweeks during the period from March 1, 2017 to March 17, 2022. If it is determined that the total number of Workweeks during the period from March 1, 2017 to March 17, 2022 actually exceeds 2,531 by more than ten percent (10%) (i.e., there are more than 2,784 Workweeks) then the Gross Settlement Amount will be increased on a proportional basis by the same number of percentage points above ten percent (10%). For example, if the Workweeks for the referenced time period exceed the Workweeks Threshold by one percent (1%), then the Gross Settlement Amount will be increased by one percent (1%).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after expiration of the opt out period; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of

the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”).

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

11. **AMENDED JUDGEMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The

Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Publicity. Neither side shall publicize the settlement, including but not limited to communications through any social media, unless so ordered by the Court. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience nor restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

- 1 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230
(31 CFR Part 10, as amended) or otherwise.
- 4 12.9. Modification of Agreement. Prior to the filing of the motion for preliminary approval
5 of the Settlement, the Parties may not amend or modify any provision of this Settlement
6 Agreement except by written agreement signed by counsel for all Parties. After the
7 filing of the motion for preliminary approval of the Settlement, the Parties may not
8 amend or modify any provision of the Settlement Agreement except by written
9 agreement signed by counsel for all of the Parties and subject to Court approval.
10 Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated
11 in this Agreement may be modified by agreement of counsel for the Parties in writing
12 without approval by the Court if the Parties agree and cause exists for such modification.
- 13 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
14 the benefit of, the successors of each of the Parties.
- 15 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the internal laws of the state of California,
17 without regard to conflict of law principles.
- 18 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
19 of this Agreement. This Agreement will not be construed against any Party on the basis
20 that the Party was the drafter or participated in the drafting.
- 21 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
22 entered during the Action and in this Agreement relating to the confidentiality of
23 information shall survive the execution of this Agreement.
- 24 12.14. Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting
25 policy regarding any future employment references related to Plaintiff. In the event that
26 any potential or future employers of Plaintiff request a reference regarding Defendant's
27 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
28 employment and job titles during employment. Defendant shall not refer to the Action or
this Settlement.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
inserted for convenience of reference only and does not constitute a part of this
Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.
- 12.17. Notice. All notices, demands or other communications between the Parties in
connection with this Agreement will be in writing and deemed to have been duly given as

of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:

Edwin Aiwazian
Arby Aiwazian
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

To Defendant:

Katherine C. Den Bleyker
**LEWIS BRISBOIS BISGAARD & SMITH
LLP**
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800 / Fax: (213) 250-7900

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

[Signatures on Next Page]

Plaintiff Melissa Garcia

Dated: 10/10/2022

Electronically Signed: 2022-10-10 22:20:06 UTC - 107.12.140.177
Melissa Garcia
VeriSign Assurance
d167d720-d1f2-4456-b430-a72a0168af30

Melissa Garcia

Defendant Welford America, Inc.

Dated: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

LAWYERS for JUSTICE, PC

Dated: 10/10/2022

By: 
Edwin Aiwanian, Esq.

*Attorneys for Plaintiff Melissa Garcia and Proposed
Class Counsel*

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____

By: _____
Katherine C. Den Bleyker, Esq.

Attorneys for Defendant Welford America, Inc.

1 **Plaintiff Melissa Garcia**

2 Dated: _____

3 _____
Melissa Garcia

4 **Defendant Wolford America, Inc.**

5 October 5, 2022
6 Dated: _____

7 By: _____

8 Name: _____
Tina Gershoff

9 Title: _____
President, Americas

10 **APPROVED AS TO FORM ONLY:**

11 **LAWYERS for JUSTICE, PC**

12 Dated: _____

13 By: _____
Edwin Aiwarzian, Esq.

14 *Attorneys for Plaintiff Melissa Garcia and Proposed*
15 *Class Counsel*

16 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

17 Dated: 10/10/22

18 By: Katherine C. Den Bleyker
19 Katherine C. Den Bleyker, Esq.

20 *Attorneys for Defendant Wolford America, Inc.*

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Melissa Garcia v. Wolford America, Inc., Los Angeles Superior Court Case No. 21STCV07870

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Wolford America, Inc. ("Wolford") for alleged wage and hour violations. The Action was filed by a former Wolford employee, Melissa Garcia, ("Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys' fees and costs for a class of all non-exempt or hourly-paid employees ("Class Members") who worked for Wolford during the Class Period (March 1, 2017 to [the date of preliminary approval]); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt or hourly-paid employees who worked for Wolford during the PAGA Period (May 9, 2021 to [the date of preliminary approval]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Wolford to fund Individual Class Payments, and (2) a PAGA Settlement requiring Wolford to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Wolford's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Wolford's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Wolford's records showing that **you worked [redacted] workweeks** during the Class Period and **you worked for [redacted] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Wolford to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Wolford.

If you worked for Wolford during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Wolford.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in

writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Wolford, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Wolford will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Wolford that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Wolford must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Wolford's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Wolford. The Action accuses Wolford of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaging in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The above listed attorneys and their law firm are hereinafter referred to as “Class Counsel.”

Wolford strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Wolford or Plaintiff is correct on the merits. In the meantime, Plaintiff and Wolford hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Wolford have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Wolford does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Wolford has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Wolford Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Wolford has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Wolford will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement

or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$131,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Wolford are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.67% to penalties, interest, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Wolford will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Wolford have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to Legal Aid at Work, a non-profit organization ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the

Administrator in writing, not later than [60 Day Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [60 Day Response Deadline] Response Deadline. The Request for Exclusion should be a letter sent via mail, email or fax that: (1) contains the case name and number of the Action (*Garcia v. Wolford America, Inc.*, Case No. 21STCV07870); (2) contains your full name, address, email address, telephone number, and last four digits of your Social Security Number; (3) contains your signature; (4) contains a clear statement that you request to be excluded from the Settlement; and (5) is sent to the Administrator by no later than the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Wolford.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Wolford based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Wolford have agreed that, in either case, the Settlement will be void: Wolford will not pay any money and Class Members will not release any claims against Wolford.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Wolford has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Wolford or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action during the Class Period for (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during

employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.* Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Wolford has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Wolford, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Wolford or its related entities based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$19,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Wolford's records, are stated in the first page of this Notice. You have until **[60-Day Response Deadline]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by sending a letter to the Administrator via mail, email or fax, which: (1) contains the case name and number of the Action (*Garcia v. Wolford America, Inc.*,

Case No. 21STCV07870); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Woford's calculation of Workweeks and/or Pay Periods based on Woford's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Woford's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter that: (1) contains the case name and number of the Action (*Garcia v. Woford America, Inc.*, Case No. 21STCV07870); (2) contains your full name, address, email address, telephone number, and last four digits of your Social Security Number; (3) contains your signature; (4) contains a clear statement that you request to be excluded from the Settlement; and (5) is sent to the Administrator and postmarked by no later than the Response Deadline. The Administrator will exclude you based on any writing communicating your request to be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [60 Day Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Woford are asking the Court to approve. At least 16 court days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose

contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [(url)] or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [60-Day Response Deadline].** Written objections may be sent via mail, email or fax, and must: (1) contain the case name and number of the Action (*Garcia v. Wolford America, Inc.*, Case No. 21STCV07870); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be sent to the Administrator by no later than the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (Date) at (Time) in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Wolford and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to [Administrator]'s website at [(url)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV07870. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.