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Attorneys for Plaintiffs RICARDO GUTIERREZ
and ANDRE GREEN, and the Class

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

R.B. WILSON, individually, and on behalf of
all other persons similarly situated, and on
behalf of the general public,

Plaintiff,

v.

THE SYGMA NETWORK, INC., a
Delaware Corporation; SYSCO
CORPORATION, a Delaware corporation,
and Does 1 through 30, inclusive,

Defendants.

RICARDO GUTIERREZ, 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 Attorney's General Act;

Plaintiff,

vs.

THE SYGMA NETWORK, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV14669 (Lead Case)
[Consolidated with Case No. 22STCV30206]

Honorable David S. Cunningham
Department 11

CLASS ACTION & PAGA

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
CLASS COUNSEL FEES AND
LITIGATION EXPENSES, AND CLASS
REPRESENTATIVE SERVICE PAYMENTS**

Date: January 6, 2026
Time: 10:00 a.m.
Department: 11

Wilson
Complaint Filed: May 2, 2022
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, 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 Plaintiffs Ricardo Gutierrez and Andre Green (collectively, “Plaintiffs Gutierrez and Green”, and with Plaintiff R.B. Wilson referred to as the “Plaintiffs”)) in the above-captioned matters. 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 as follows.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On or about August 5, 2025, in Department 11 of the above-entitled Court, the Honorable David S. Cunningham III preliminarily approved the settlement of this action. Attached hereto as “**EXHIBIT 1**” is the operative Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement,”) entered into between Plaintiffs and Defendants The Sygma Network Inc., and Sysco Corporation (“Defendants,”) (together with Plaintiffs referred to as the “Parties”) and conditionally certified the Class for settlement purposes. The Court provisionally appointed Plaintiffs Ricardo Gutierrez, Andre Green, and R.B. Wilson as the representatives of the Class (“Class Representatives”). The Court also provisionally appointed and designated Lawyers *for* Justice, PC and Berenji Law Firm, APC as counsel for the Class (“Class Counsel”).

3. The Court approved and ordered the mailing of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), adopted the notice, opt-out, and objection procedures and ordered their implementation. The Court appointed ILYM Group (“ILYM”) to serve as the third-party settlement administrator and handle the notice and settlement administration process.

4. As of the date of filing the accompanying Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses, and Class Representative Service Payments (“Motion for Final Approval”), no Settlement Class Member has objected to the Class Settlement, the contemplated request for Class Counsel Fees and

Expenses, Class Representative Service Payments, and Administration Expenses Payment, or the allocation for the PAGA Penalties.

WORK PERFORMED BY CLASS COUNSEL

5. Several attorneys at Lawyers *for* Justice, PC have been actively performing work in the *Gutierrez* and *Green* actions since prior to their commencement (as well as in the above-captioned consolidated action following the Court’s consolidation). Lawyers *for* Justice, PC has fully and actively participated in the litigation process throughout the pendency of these matters, and since joining forces with Berenji Law Firm, APC, we have worked cooperatively with them to strategize and resolve the cases, and our work with them has been a coordinated and combined effort. Together, Lawyers *for* Justice, PC and Berenji Law Firm, APC are referred to as “Class Counsel.”

6. Before initiating the cases of Plaintiffs Gutierrez and Green, Lawyers *for* Justice, PC investigated and researched the facts and circumstances underlying the pertinent factual and legal issues and applicable law. This required thorough discussions and interviews between attorneys at Lawyers *for* Justice, PC and Plaintiffs Gutierrez and Green, and research into the various legal issues involved in the cases, namely, the current state of the law as it applied to off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs’ claims and allegations, and Defendants’ defenses thereto, as well as the evidence produces and analyzed; and the possibility of appeals, among other things. After conducting an initial investigation, Lawyers *for* Justice, PC determined that the claims of Plaintiffs Gutierrez and Green were well-suited for classwide and representative adjudication, owing to what appeared to be a common course of conduct affecting a similarly situated group of all current and former hourly-paid or non-exempt employees of Defendants in California.

7. Collectively, Class Counsel conducted significant formal and informal discovery and investigation into the facts of the cases, to assess the veracity, strength, and scope of the claims, and were preparing the cases for class certification and trial, prior to reaching the Settlement. The Parties exchanged thousands of pages of information, documents, and data throughout the course of the litigation and in connection with the mediation and settlement

negotiations. The volume of records and documents that Class Counsel reviewed and analyzed included, and were not limited to: a detailed sampling of Class Members' and Aggrieved Employees time and pay information. Class Counsel had the opportunity to interview and obtain information from Plaintiffs, Class Members, Aggrieved Employees and/or percipient witnesses, and reviewed and analyzed a volume of information, data, and documents obtained from Plaintiffs, Defendants, and other sources. Class Counsel developed liability, damages, violation, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and met and conferred with Defendants' counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, motion practice, formal and informal discovery, and the production of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations, and settlement. Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising the pleadings and motion-related papers, claims assessment and evaluation, and preparing for and attending mediation and settlement negotiations. Additionally, Class Counsel propounded multiple sets of formal written discovery (Request for Production (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two) on Defendants and notices of depositions of Defendants' persons most knowledgeable designees.

8. As outlined herein, the Parties have conducted significant investigation and formal and informal discovery during the course of litigating this matter, mediation, and extensive settlement negotiations. Class Counsel analyzed thousands of pages of information, documents, and data obtained from Plaintiffs, Defendants, and other sources that provided a critical understanding of the nature of the work performed by the Class Members and Aggrieved Employees, as well as Defendants' operations and employment policies, practices, and procedures. The information, documents, and data were used in analyzing liability, damages, penalties, and other valuation issues in connection with all phases of the litigation, and ultimately, in connection with the mediation and settlement negotiations process. Class Counsel also performed significant research into the applicable law, which is evolving as it relates to off-

1 the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims
2 and allegations, and Defendants' defenses thereto, as well as the evidence produced and analyzed;
3 and the possibility of appeals, among other things.

4 9. After conducting significant investigation of the facts and law during the
5 prosecution of this matter, counsel for the Parties engaged in extensive settlement negotiations to
6 try to resolve the cases. These efforts included participating in a mediation session conducted by
7 the Honorable Daniel J. Buckley (Ret.) who is a well-regarded mediator experienced in
8 mediating class action matters. During all settlement discussions, the Parties conducted their
9 negotiations at arm's length in an adversarial position. In the course of the mediation and
10 settlement negotiations, the Parties exchanged documents and data, and discussed various
11 aspects of the cases, including and not limited to, the risks and delays of further litigation, the
12 risks and expenses to the Parties of proceeding with off-the-clock theory, meal and rest, and
13 wage-and-hour law and enforcement; Plaintiffs' claims and allegations, and Defendants'
14 defenses thereto, as well as the evidence produced and analyzed; and the possibility of appeals,
15 among other things. Arriving at a settlement that was acceptable to the Parties was not easy.
16 Defendants contended that individualized questions of fact predominate over any common
17 issues, and these issues would pose challenges to class certification and representative
18 adjudication. Defendants and their counsel felt strongly about Defendants' ability to avoid class
19 certification and prevail on the merits, while Plaintiffs and Class Counsel believed that they
20 would be able to obtain class certification and prevail at trial. With the aid of the mediator's
21 evaluation, the Parties ultimately agreed that this matter was well-suited for settlement given the
22 legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the Parties that
23 would attend further litigation. These risks of further litigation include, and are not limited to, a
24 determination that the claims are unsuitable for class treatment and representative adjudication,
25 class de-certification after potential certification of a class, allowing a jury to decide the claims
26 asserted in this matter, and the real possibility of no monetary recovery after years of litigation.

27 10. By way of the accompanying Motion for Final Approval, Class Counsel seeks
28 attorneys' fees in the amount of \$550,000.00, which is one-third (1/3rd) of the Gross Settlement

Amount of \$1,650,000.00. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Class Counsel, Plaintiffs have agreed to a contingency fee of at least one-third (1/3rd) of the recovery.

11. The attorneys' fees sought are commensurate with: (1) the risk that Class Counsel took in commencing the cases; (2) the time, effort, and expense that Class Counsel dedicated to the cases; (3) the skill and determination that Class Counsel has shown; (4) the results that Class Counsel has achieved throughout the litigation; (5) the value of the settlement that Class Counsel has achieved in this matter; and (6) the other cases that Class Counsel has turned down in order to devote their time and efforts to these cases. The nature of the work performed, skill exercised, and the outcome in this matter which involves an outstanding monetary recovery involving an Gross Settlement Amount of \$1,650,000.00 (with a Net Settlement Amount of approximately at least \$868,449.81 to be paid to Settlement Class Members, payment of \$41,250.00 to Aggrieved Employees, and payment of \$123,750 to the State of California)—support the percentage fee sought.

12. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Class Counsel has incurred many hours of work in connection with prosecuting this matter such that the award of attorneys' fees is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **353.10 hours** performing tasks and obtaining recovery in this matter. Attached hereto as **"EXHIBIT 2"** is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred by them in performing those services. These hours include work done by several attorneys at Lawyers *for* Justice, PC. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of this matter.

13. The work performed in this particular matter, the background of Lawyers *for* Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour actions, and in particular, employment class action and representative action cases, support a reasonable blended hourly

rate of compensation of at least \$850 per hour for work performed by Lawyers for Justice, PC. Applying the rate of \$850 per hour to 353.10 hours worked by Lawyers for Justice, PC, would place a base lodestar value of **\$300,135.00** on the services provided by Lawyers for Justice, PC. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of settlements in other wage-and-hour class action and representative action cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per hour.

**EXPERIENCE AND ADEQUACY OF
LAWYERS for JUSTICE, PC**

14. For over a decade, 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, Lawyers for Justice, PC is the attorney of record in well 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 nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime

1 compensation requirements, PAGA claims, and sister statutes under federal law. During a
2 relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered
3 millions of dollars on behalf of thousands of individuals in California.

4 15. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers for Justice,
5 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
6 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
7 extensive formal training in dispute resolution and negotiation from the Straus Institute for
8 Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he
9 has previously served as a pro bono mediator for the Los Angeles County Superior Court. In
10 October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension
11 Program. During the summer of 2000, he studied Legal Writing at Harvard University. From
12 approximately September 2002 to approximately December 2002, he served as a Judicial Extern
13 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
14 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
15 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
16 Appellate District. In December of 2004, he obtained a license to practice law from the
17 California State Bar. Since in or around October of 2008, through his work at Lawyers *for*
18 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
19 class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100)
20 motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert
21 witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations.
22 Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he
23 has successfully litigated cases involving the executive, administrative, and other overtime
24 exemptions to the State of California and federal overtime compensation requirements. Under
25 his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
26 contested motion practice in approximately sixteen (16) cases in the last decade, and litigated
27 over 1,000 class action or representative action cases.

16. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

17. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and

1 stipulated class certification), arbitration agreements, coordination, and intervention. She has
2 successfully handled briefing and oral arguments on appeal and obtained notable decisions
3 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
4 such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017)
5 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
6 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
7 including and not limited to working on cases to obtain class certification through contested
8 motion practice and working on cases in the post-certification stage (e.g., post-certification
9 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
10 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).
11 She has extensive experience with class action and/or representative action settlements, and has
12 handled this process in over five hundred (500) cases. Under her, Edwin Aiwarzian, and Arby
13 Aiwarzian's supervision, Lawyers for Justice, PC has handled the class certification and court
14 approval process for hundreds of class action and/or representative action matters that have
15 successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers
16 Association and, on several occasions, has been a speaker regarding topics in wage and hour law
17 at the organization's continuing legal education events.

18 18. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my
19 Bachelor of Arts degree from the University of San Diego in 2017, and I earned my Juris Doctor
20 degree from the University of San Diego School of Law in 2020. I was admitted to practice law
21 in California in 2021. I am admitted to practice before all courts of the State of California and all
22 U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class
23 action and PAGA representative cases, and my work has included, *inter alia*, researching and
24 drafting pleadings and motion-related papers; conducting claims evaluation; administrative
25 notice exhaustion; drafting, negotiating, and finalizing stipulations and settlement agreements;
26 and making court appearances. Prior to working at Lawyers for Justice, PC, I worked at law
27 firms focused primarily on family law matters, including, *inter alia*, representing clients in
28 divorce, parentage, child custody, and domestic violence restraining order proceedings;

researching and drafting pleadings; negotiating and finalizing martial settlement agreements; engaging in motion practice; and making court appearances.

LITIGATION COSTS AND EXPENSES INCURRED BY

LAWYERS *for* JUSTICE, PC

19. To date, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained in this matter as Class Counsel's representation has been on a contingent basis. The Settlement provides for reimbursement of litigation costs and expenses of up to \$31,000.00. Lawyers *for* Justice, PC has incurred, and seeks reimbursement for, costs of \$13,248.75 in litigation costs and expenses incurred in the Gutierrez and Green lawsuits, as reflected in "EXHIBIT 3" attached hereto. These expenses were reasonable and necessary in the prosecution of the matter and to obtain the Settlement.

CLASS SERVICE REPRESENTATIVE PAYMENTS TO PLAINTIFFS

20. In recognition of their efforts and work spearheading the prosecution of this matter and serving as the Class Representatives, as well as their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Paragraphs 5.1 and 5.1.1. of the Settlement Agreement), the Settlement provides for a Class Representative Service Payment, in the amount of up to \$7,500.00 to each Plaintiff (for a total of \$22,500.00). Plaintiffs spent a substantial amount of time and effort discussing their employment with Class Counsel, gathering and providing relevant documents and information, and providing facts and evidence to support the prosecution of the claims. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would help obtain a recovery in this matter. Accordingly, it is appropriate for Plaintiffs to receive \$7,500.00 each as a reasonable Class Representative Service Payment for their Release of Claims and services performed in this matter, in addition to their individual settlement payment(s).

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



Helene Mayer

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs R.B. Wilson (“Plaintiff Wilson”), Ricardo Gutierrez (“Plaintiff Gutierrez”) and Andre Green (“Plaintiff Green”) (collectively referred to as “Plaintiffs”) and Defendants The Sygma Network, Inc. (“Sygma”) and Sysco Corporation (“Sysco”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means collectively: Plaintiff Wilson’s lawsuit alleging wage and hour violations against Defendants captioned *R.B. Wilson v. The Sygma Network, Inc., et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV14669 (“Wilson Action”); *Ricardo Gutierrez v. The Sygma Network, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV30206 (“Gutierrez Action”); *Andre Green v. The Sygma Network, Inc., et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV22799 (“Green Action”); and *Andre Green v. The Sygma Network, Inc., et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23AVCV01065 (“Green II Action”).
- 1.2. “Administrator” means ILYM, 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 Employee” means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the PAGA Period.
- 1.5. “Class” means all current and former hourly-paid or non-exempt employees of Defendants in California employed between May 2, 2018 and July 30, 2024, except as provided in Paragraph 8 below.
- 1.6. “Class Counsel” means Shadie L. Berenji and Kristopher N. Tayyeb of Berenji Law Firm, APC; Arby Aiwazian, Joanna Ghosh, and Arman Marukyan of Lawyers for Justice, PC.
- 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 Defendants’ possession including the Class Member’s name, last-known mailing address, dates of employment, 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 AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, 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 May 2, 2018 to July 30, 2024, except as provided in Paragraph 8 below.
- 1.13. “Class Representatives” means Plaintiff Wilson, Plaintiff Gutierrez and Plaintiff Green.
- 1.14. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means named Defendants The Sygma Network, Inc. and Sysco Corporation.
- 1.17. “Defense Counsel” means James P. Carter and Kimberley L. Litzler of Jackson Lewis P.C.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; (5) in the event there are no objections submitted, the day the Court entered a final Order and

Judgment certifying the Class and approving the Stipulation of Settlement; and (6) in the event there are objections submitted, sixty-six (66) calendar days have passed since the Court has entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement or, if any appeal, writ, or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means \$1,650,000.00, which is the total amount Defendants agree 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 Payments and the Administrator's Expenses.
- 1.23. "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.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods 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, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% 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: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from July 20, 2021 to July 30, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means Plaintiff Wilson’s April 22, 2022 letter to Defendants and the LWDA, Plaintiff Gutierrez’s June 28, 2022 letter to Defendants and the LWDA, and Plaintiff Green’s July 17, 2023 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$165,000.00, allocated 25% to the Aggrieved Employees (\$41,250) and the 75% to LWDA (\$123,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Plaintiff Wilson, Plaintiff Gutierrez, and Plaintiff Green, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Defendants and each of their former and present companies, parents, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, predecessors, successors, assigns, and any other individual or entity that could be liable for any of the Released Claims or Released State Claims.
- 1.42. “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.

- 1.43. “Response Deadline” means 60 calendar 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.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On May 2, 2022, Plaintiff Wilson filed a “Class Action Complaint for Damages” alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to timely pay wages; and, (4) violation of California’s unfair competition law. On July 20, 2022, Plaintiff Wilson filed a First Amended Class Action Complaint for Damages and added a fifth cause of action, alleging a violation of the Private Attorneys General Act (PAGA). The First Amended Class Action Complaint for Damages (“FAC”) is the operative complaint in the *Wilson* Action. Defendants deny the allegations in the FAC in the *Wilson* Action, deny any failure to comply with the laws identified in the FAC and deny any and all liability for the causes of action alleged.
- 2.2 On September 15, 2022, Plaintiff Gutierrez filed a “Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.” alleging causes of action against The Sygma Network, Inc. for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) violation of California Labor Code §§ 17200, et seq.; and (11) violation of California Labor Code § 2698, et seq. (PAGA). Defendant denies the allegations in the complaint in the *Gutierrez* Action, denies any failure to comply with the laws identified in the *Gutierrez* Action and denies any and all liability for the causes of action alleged.
- 2.3 On September 20, 2023, Plaintiff Green filed a “Class Action Complaint for Damages” alleging causes of action against Defendants for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and, (10) violation of California Business & Professions Code §§ 17200, et seq. On September 20, 2023,

Plaintiff Green filed a “Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.” Defendants deny the allegations in the complaint in the *Green* Class Action and *Green* PAGA Action, deny any failure to comply with the laws identified in the *Green* Class Action and *Green* PAGA Action and deny any and all liability for the causes of action alleged.

- 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.5. On March 8, 2024, the Parties participated in an all-day mediation presided over by the Honorable Daniel Buckley (Ret.) which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, the time and payroll records for a random 20% of the Class; Plaintiff Wilson’s personnel file; and Defendants’ employee handbook, employment policies, and collective bargaining agreement. Plaintiffs’ 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 granted class certification.
- 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.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$1,650,000.00 and no more as the Gross Settlement Amount and Defendants promise to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500 to each plaintiff (\$22,500.00 total) (in addition to any Individual Class Payment and any Individual PAGA

Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payments and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs each assumes full responsibility and liability for employee taxes owed on their respective Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is \$550,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$15,500 to the Berenji Law Firm, APC and not more than \$15,500 to Lawyers for Justice, PC. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. 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. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. 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 Defendants harmless, and indemnifies Defendants, 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 \$15,000.00 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 \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 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. 20% 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. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (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 \$165,000.00 to be paid from the Gross Settlement Amount, with 75% (\$123,750) allocated to the LWDA PAGA Payment and 25% (\$41,250) allocated to the Individual PAGA Payments.

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 (i.e., \$41,250) 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. 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. As of the date of mediation, Defendants estimated that there were 1,259 Class Members who collectively worked a total of 133,134 Workweeks, and 353 of Aggrieved Employees who worked a total of 31,223 PAGA Pay Periods.

4.2. Class Data. Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants and the Administrator have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date. If a notice of appeal is filed, then such amounts shall be transmitted by Defendants within 14 calendar days of the date the judgment is final and no longer subject to appeal.
- 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. 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 face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar 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.
- 4.4.3. 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 either to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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. RELEASES OF CLAIMS. Upon the Effective Date and Defendants funding of the Gross Settlement Amount pursuant to Paragraph 4.3, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assign generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period or PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below. ("Plaintiffs' Release.") Plaintiffs' Release do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. In consideration for their receipt of the Class Representative Service Payments as approved by the Court, Plaintiffs will also generally release any and all claims that could be asserted against the Released Parties pursuant to California Civil Code section 1542.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Participating Class Members: 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 (i) all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law ("Released Class Claims") during the Class Period. Except as set forth in Paragraph 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 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 any PAGA claims expressly pleaded in the Action and all other PAGA claims (including any associated civil penalties, fees, and costs) that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses ("Released PAGA Claims") during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendants' Declaration in Support of Preliminary Approval. Within 14 calendar days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Actions (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 calendar days after the full execution of this Agreement; 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. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 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 ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **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.
- 7.4 **Notice to Class Members.**
 - 7.4.1 No later than 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.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar 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, with Spanish translation, 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.
 - 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. 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.

- 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 calendar 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.
- 7.4.5 If the Administrator, Defendants or Class Counsel are 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 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 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 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar 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 the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 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.

- 7.5.3 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 Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 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 and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge 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. 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.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the 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 Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. 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 60 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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.

7.8.1 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 Payments, 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.

7.8.2 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 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).

7.8.3 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.

7.8.4 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.

7.8.5 Administrator's Declaration. Not later than 14 calendar days before the date by which Plaintiffs are 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.

7.8.6 Final Report by Settlement Administrator. Within 7 calendar 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 14 calendar 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 their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,259 Class Members and 133,134 Workweeks during the Class Period and (2) there are 353 Aggrieved Employees who worked 31,223 Pay Periods during the PAGA Period. Should the qualifying workweeks increase beyond 10% worked by the Class Members during the Class Period (i.e., more than 13,313 workweeks), Defendants shall either (a) agree to have the release period end on the date when the total workweeks for the Class Members total 146,447 ("Alternate End Date") or (b) increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%), meaning Defendants will increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of workweeks increases by 11% to 147,778 workweeks, the Total Settlement Amount will increase by one percent (1%)). Defendants shall notify the Administrator and Class Counsel if Defendants elect to the Alternate End Date before the Administrator distributes the Class Notice to the Class Members.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14 calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the 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 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 Payments, 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.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** 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 Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena

issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not 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 Plaintiffs and Defendants, 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.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 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 Plaintiffs:

Shadie L. Berenji (berenji@employeejustice.law)
Kristopher N. Tayyeb (tayyeb@employeejustice.law)
Berenji Law Firm, APC
707 Wilshire Boulevard, Suite 4375
Los Angeles, California 90017

Arby Aiwarzian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Arman Marukyan (arman@calljustice.com)
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

To Defendants:

James P. Carter (James.Carter@jacksonlewis.com)
Kimberley L. Litzler (Kimberley.Litzler@jacksonlewis.com)
Jackson Lewis P.C.
200 Spectrum Center Dr #500
Irvine, CA 92618

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:

DocuSigned by:

F018A0EAB0943B...
For Plaintiff Wilson
6/21/2025
Date

For Plaintiff Gutierrez
Date

To Plaintiffs:

Shadie L. Berenji (berenji@employeejustice.law)
Kristopher N. Tayyeb (tayyeb@employeejustice.law)
Berenji Law Firm, APC
707 Wilshire Boulevard, Suite 4375
Los Angeles, California 90017

Arby Aiwarzian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Arman Marukyan (arman@calljustice.com)
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

To Defendants:

James P. Carter (James.Carter@jacksonlewis.com)
Kimberley L. Litzler (Kimberley.Litzler@jacksonlewis.com)
Jackson Lewis P.C.
200 Spectrum Center Dr #500
Irvine, CA 92618

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IT IS SO AGREED:

For Plaintiff Wilson

Date

Electronically Signed 2025-06-20 17:47:38 UTC - 174.233.64.307

Nintex AssureSign® 896e2b34-c598-43f5-bf40-b3010175a335 06/20/2025

For Plaintiff Gutierrez

Date

For Plaintiff Green Date

DocuSigned by:
Greg Keller July 8, 2025
19AE9CB406764A2

For Defendant Sygma Date

Signed by:
Jennifer K. Schott July 9, 2025
C23986749EA04B3...

For Defendant Sysco Date

APPROVED AS TO FORM AND CONTENT:

Counsel for Plaintiff Wilson Date

Counsel for Plaintiffs Gutierrez & Green Date

Counsel for Defendants Sygma & Sysco Date

For Plaintiff Green Date

For Defendant Sygma Date

For Defendant Sysco Date

APPROVED AS TO FORM AND CONTENT:

_____
Counsel for Plaintiff Wilson June 21, 2025 Date

Counsel for Plaintiffs Gutierrez & Green Date

Counsel for Defendants Sygma & Sysco Date

Electronically Signed 2025-06-19 23:01:19 UTC - 174.227.241.24
Nintex AssureSign® 42cab8e4-3c78-4536-9789-b301017b1e4
06/19/2025
For Plaintiff Green Date

For Defendant Sygma Date

For Defendant Sysco Date

APPROVED AS TO FORM AND CONTENT:

Counsel for Plaintiff Wilson	Date
	June 20, 2025
Counsel for Plaintiffs Gutierrez & Green	Date
	July 18, 2025
Counsel for Defendants Sygma & Sysco	Date

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

R.B. Wilson v. The Sygma Network, Inc., et al.

(Los Angeles County Superior Court, Case No. 22STCV14669)

(Related Case Nos. 22STCV30206, 23STCV22799, 23AVCV01065)

***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 The Sygma Network, Inc. and Sysco Corporation (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by former The Sygma Network, Inc. employees R.B. Wilson, Ricardo Gutierrez and Andre Green (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of current and former hourly-paid or non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (May 2, 2018 to July 30, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees who worked for Defendants during the PAGA Period (July 20, 2021 to July 30, 2024) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Defendants’ 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 Defendants’ records showing **that you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Defendants.
- (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 Defendants, 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.

Defendants 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 Defendants 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 	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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or

Written Objections Must be Submitted by 	Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	Court’s Final Approval Hearing is scheduled to take place on _____. 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 	The amount of your Individual Class Payment and PAGA Payment (if any) depend 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of The Sygma Network, Inc. The Action accuses Defendants of violating California labor laws by (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Shadie L. Berenji and Kristopher N. Tayyeb of Berenji Law Firm, APC; Arby Aiwazian, Joanna Ghosh, and Arman Marukyan of Lawyers for Justice, PC (collectively, “Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to

resolve the Action by negotiating and agreeing 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, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. Defendants Will Pay \$1,650,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have 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 Payments, Class Counsel’s attorneys’ fees and litigation 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, Defendants will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court become 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, Plaintiffs 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 \$550,000.00 (One-Third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,500 to the Berenji Law Firm, APC and \$15,500 to Lawyers for Justice for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to each plaintiff (\$22,500 total) 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 \$15,000 to the Administrator for services administering the Settlement.
- D. Up to \$165,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period 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. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe 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 Plaintiffs and Defendants 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 deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 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 _____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting

forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 Defendants.

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 Defendants 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, ILYM (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 Defendants have 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 Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on 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 Defendants from (i) all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages

during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law ("Released Class Claims") during the Class Period. Except for the PAGA Release set forth in the following paragraph (10), 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 Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, 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 Defendants or their related entities based on the PAGA Period facts alleged in the Action 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 any PAGA claims expressly pleaded in the Action and all other PAGA claims (including any associated civil penalties, fees, and costs) that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses ("Released PAGA Claims") during the PAGA Period.

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 \$41,250 by the total number of PAGA Pay Periods worked

by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period 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 Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Defendants' 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 with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *R.B. Wilson v. The Sygma Network, Inc., et al.* (Los Angeles County Superior Court, Case No. 22STCV14669), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 _____**

_____, 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are 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 www.lacourt.org.

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 Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *R.B. Wilson v. The Sygma Network, Inc., et al.* (Los Angeles County Superior Court, Case No. 22STCV14669) and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. 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 _____ at _____(time) _____ in Department 11 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, Plaintiffs, 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 _____ 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 Defendants and Plaintiffs 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 the 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. 22STCV14669. 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:

Name of Attorney: Shadie L. Berenji and Kristopher Tayyeb

Email Address: berenji@employeejustice.law, tayyeb@employeejustice.law

Name of Firm: Berenji Law Firm, APC

Mailing Address: 707 Wilshire Boulevard Suite 4375, Los Angeles, California 90017

Telephone: 310 855-3270

Name of Attorney: Arby Aiwarzian, Joanna Ghosh, and Arman Marukyan

Email Address: arby@calljustice.com, joanna@calljustice.com, arman@calljustice.com

Name of Firm: Lawyers for Justice, PC

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, California 91203

Telephone: 818 647-9323

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 should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

EXHIBIT 2

R.B. WILSON V. THE SYGMA NETWORK, INC., ET AL.
Los Angeles County Superior Court Case No. 22STCV14669 (“Consolidated Action”)

RICARDO GUTIERREZ V. THE SYGMA NEYWORK, INC.
Los Angeles County Superior Court Case No. 22STCV30206 (“Gutierrez Action”)

ANDRE GREEN V. SYGMA SOUTHERN CALIFORNIA, ET AL.
Los Angeles County Superior Court Case No. 23STCV22799 (“Green Class Action”)

ANDRE GREEN V. SYGMA SOUTHERN CALIFORNIA, ET AL.
Los Angeles County Superior Court Case No. 23AVCV01065 (“Green PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Andre Green (“Plaintiff Green”)	22.50
Meet and Communicate with Plaintiff Ricardo Gutierrez (“Plaintiff Gutierrez”)	26.50
Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	13.50
Review and Analyze Court Filings (Prior to Consolidation) in <i>R.B Wilson v. The Sygma Network Inc., et al.</i> Los Angeles County Superior Court, Case No. 2STCV14669 (“Consolidated Action”)	2.10

Pleadings and Court Filings	
Investigate the Merits of Plaintiff Gutierrez’s Class Action and PAGA Claims, Conduct Legal Research and Analysis Regarding All Claims Involved, and Draft Plaintiff Gutierrez’s Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 15, 2022) (Gutierrez Action)	8.70
Review Court’s Notice of Case Assignment – Unlimited Civil Case and First Amended General Order Re: Mandatory Electronic Filing (filed on September 15, 2022) (Gutierrez Action)	0.20
Review Courts’s Initial Status Conference Order and Minute Order Re: Newly Filed Class Action (filed on September 21, 2022) (Gutierrez Action)	0.20
Draft Notice and Acknowledgement of Receipt (filed on November 7, 2022) (Gutierrez Action)	0.10
Review Defendant The Sygma Network, Inc.’s Notice of Related Case (served on November 10, 2022) (Gutierrez Action)	0.10
Review Defendant The Sygma Network, Inc.’s Notice of Court Order Re: Related Case (served on November 23, 2022) (Gutierrez Action)	0.10
Review and Analyze Defendant The Sygma Network, Inc.’s Answer to Plaintiff Gutierrez’s Unverified Class Action Complaint, and Research Affirmative Defenses in Defendant The Sygma Network, Inc.’s Answer (served on December 7, 2022) (Gutierrez Action)	1.50
Meet and Confer with Defendants The Sygma Network, Inc. and Sysco Corporation (collectively, “Defendants”), and Draft, Review, and/or Revise Joint Status Conference Statement (filed on December 7, 2022) (Gutierrez Action)	1.60
Review Court’s Minute Order Re: Status Conference (filed on December 14, 2022) (Gutierrez Action)	0.10
Draft Notice of Minute Order (filed on December 19, 2022) (Gutierrez Action)	0.10
Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on January 20, 2023) (Gutierrez Action)	0.90
Review Court’s Order to Continue Status Conference (filed on January 20, 2023) (Gutierrez Action)	0.10

Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise Joint Status Conference Statement (filed on February 22, 2023) (Gutierrez Action)	1.50
Review Court's Minute Order (Status Conference) (filed on March 1, 2023) (Gutierrez Action)	0.10
Meet and Confer with Defendant The Sygma Network, Inc.'s Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on April 28, 2023) (Gutierrez Action)	0.90
Draft Notice of Minute Order (filed on May 15, 2023) (Gutierrez Action)	0.10
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise Stipulated Protective Order (submitted on June 23, 2023) (Gutierrez Action)	1.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation Regarding Agreement to Mediate and to Continue September 7, 2023 Status Conference; [Proposed] Order Thereon (submitted on August 18, 2023) (Gutierrez Action)	0.80
Review Court's Order Regarding Agreement to Mediate and to Continue September 7, 2023 Status Conference (filed on August 24, 2023) (Gutierrez Action)	0.10
Investigate the Merits of Plaintiff Green's Class Action Claims, Conduct Legal Research and Analysis Regarding Class Claims, and Draft Plaintiff Green's Class Action Complaint for Damages (filed on September 20, 2023) (Green Class Action)	7.50
Review Court's Notice of Case Assignment – Unlimited Civil Case and First Amended General Order e: Mandatory Electronic Filing (filed on September 20, 2023) (Green Class Action & Green PAGA Action)	0.20
Investigate the Merits of Plaintiff Green's PAGA Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft Plaintiff Green's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 20, 2023) (Green PAGA Action)	7.10
Review Court's Notice of Case Management Conference – Unlimited Civil Case (filed on September 21, 2023) (Green PAGA Action)	0.10
Draft Notice of Entry of Judgment (filed on September 21, 2023) (Gutierrez Action)	0.10

Review Court's Notice of Case Management Conference (filed on September 21, 2023) (Green PAGA Action)	0.10
Review Court's Minute Order Re: Newly Filed Case and Initial Status Conference Order (filed on October 3, 2023) (Green Class Action)	0.20
Draft Plaintiff Green's Notice of Posting Jury Fees (filed on November 3, 2023) (Green Class Action & Green PAGA Action)	0.10
Review Defendants' Answer to Plaintiff Green's Unverified Class Action Complaint (served on November 13, 2023), and Research Affirmative Defenses in Defendants' Answer (Green Class Action)	1.50
Review Defendants' Answer to Plaintiff Green's Unverified PAGA Complaint (served on November 13, 2023), and Research Affirmative Defenses in Defendants' Answer (Green PAGA Action)	1.30
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Further Status Conference; [Proposed] Order (submitted on December 12, 2023) (Green Class Action)	0.80
Review Court's Order to Continue Further Status Conference (filed on December 18, 2023) (Green Class Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; Proposed Order (submitted on December 22, 2023) (Green PAGA Action)	0.80
Review Court's Order to Continue Case Management Conference (filed on December 26, 2023) (Green PAGA Action)	0.10
Review Notice of Entry of Judgment or Order (filed on December 27, 2023) (Green PAGA Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on March 4, 2024) (Green Class Action)	0.60

Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on March 5, 2024) (Gutierrez Action)	0.50
Review Court's Order to Continue Case Management Conference (filed on March 6, 2024) (Gutierrez Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on March 7, 2024) (Gutierrez Action)	0.10
Review Court's Order to Continue Case Management Conference (filed on March 8, 2024) (Green Class Action)	0.10
Draft Notice of Entry of Judgment of Order (filed on March 13, 2024) (Green Class Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement and Notice of Settlement (filed on April 23, 2024) (Green PAGA Action)	0.70
Review Defendants' Notice of Related Case (served on April 23, 2024) (Green Class Action)	0.10
Review Defendants' Notice of Related Case (filed on April 25, 2024) (Green PAGA Action)	0.10
Review Court's Notice Re: Continuance of Hearing and Order (filed on April 29, 2024) (Green PAGA Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement and Notice of Settlement (filed on May 2, 2024) (Gutierrez Action)	0.60
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement and Notice of Settlement (filed on May 6, 2024) (Green Class Action)	0.50
Review Court's Minute Order Re: Status Conference (filed on May 7, 2024) (Gutierrez Action)	0.10
Review Defendant The Sygma Network, Inc.'s Notice of Related Case (served on May 8, 2024) (Gutierrez Action)	0.10
Review Court's Minute Order Re: Notice of Related Case (filed on May 21, 2024) (Gutierrez Action, Green Class Action, & Green PAGA Action)	0.30

Review Court's Minute Order Re: Initial Status Conference (filed on May 21, 2024) (Green Class Action)	0.10
Review Court's Notice Re: Continuance of Hearing and Order (filed on December 24, 2024) (Gutierrez Action)	0.10
Review Notice of Continuance of Preliminary Approval of Settlement Hearing (filed on January 7, 2025) (Consolidated Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on January 31, 2025) (Gutierrez Action) (Green Class Action & Green PAGA Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Deadline to File Supplemental Briefing Prior to Plaintiffs' June 12, 2025 Motion for Preliminary Approval; [Proposed] Order (submitted on May 9, 2025) (Consolidated Action)	0.70
Appearances	
Prepare for and Remotely Attend Hearing (December 14, 2022) (Gutierrez Action)	0.90
Prepare for and Remotely Attend Status Conference (March 1, 2023) (Gutierrez Action)	1.50
Prepare for and Remotely Attend Hearing on Defendants' Motion to Consolidate and Status Conference (May 5, 2023) (Gutierrez Action)	0.90
Prepare for and Remotely Attend Hearing (May 7, 2024) (Gutierrez Action)	0.50
Prepare for and Remotely Attend Case Management Conference (May 21, 2024) (Green Class Action)	0.60
Prepare for and Remotely Attend Case Management Conference (May 22, 2024) (Green PAGA Action)	0.40
Prepare for and Remotely Attend Hearing on Motion for Preliminary Approval (February 4, 2025) (Gutierrez Action) (Green Class Action) (Green PAGA Action)	0.90
Prepare for and Remotely Attend Hearing on Continued Motion for Preliminary Approval (June 12, 2025) (Gutierrez Action) (Green Class Action) (Green PAGA Action)	1.60

Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ricardo Gutierrez	1.60
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Andre Green	1.90
Draft, Review, and/or Revise Plaintiff Gutierrez’s Notice of Deposition of Person Most Knowledgeable at Defendant The Sygma Network, Inc., and Requests for Production of Documents (noticed for May 31, 2023; Organizational Structure) (served on February 15, 2023) (Gutierrez Action)	1.20
Draft, Review, and/or Revise Plaintiff Gutierrez’s Notice of Deposition of Person Most Knowledgeable at Defendant The Sygma Network, Inc., and Requests for Production of Documents (noticed for June 1, 2023; Wage and Hour Practices) (served on February 15, 2023) (Gutierrez Action)	1.50
Draft, Review, and/or Revise Plaintiff Gutierrez’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant The Sygma Network, Inc. (served on February 15, 2023) (Gutierrez Action)	4.50
Draft, Review, and/or Revise Plaintiff Gutierrez’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Sysco Corporation (served on February 15, 2023) (Gutierrez Action)	3.80
Draft, Review, and/or Revise Plaintiff Gutierrez’s Notice of Deposition of Person Most Knowledgeable at Defendant Sysco Corporation, and Requests for Production of Documents (noticed for August 9, 2023; Organizational Structure) (served on May 5, 2023) (Gutierrez Action)	1.10
Draft, Review, and/or Revise Plaintiff Gutierrez’s Notice of Deposition of Person Most Knowledgeable at Defendant Sysco Corporation, and Requests for Production of Documents (noticed for August 10, 2023; Wage and Hour Practices) (served on May 5, 2023) (Gutierrez Action)	1.40
Review and Analyze Documents Produced by Defendants	4.60
Draft, Review, and/or Revise Contemplated <i>Belaire-West</i> Administration Notice and Opt-Out Postcard (Gutierrez Action)	1.50

Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Ricardo Gutierrez under the Private Attorneys General Act (served on June 28, 2022) (Gutierrez Action)	4.50
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Andre Green under the Private Attorneys General Act (served on July 17, 2023) (Green PAGA Action)	4.30
Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from, Defendants' Counsel and Other Plaintiff's Counsel	29.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendants, and Other Sources Prior to Mediation	59.50
Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling the Mediation Exhibits in Support of Mediation Brief, and Performing Claim Evaluation and Damages and Penalties Analyses and Calculations (submitted on March 1, 2024) (Gutierrez Action)	39.50
Attend Mediation Session (March 8, 2024; via Zoom Video Conference) (Gutierrez Action)	16.50
Analyze Mediator's Proposal (issued March 8, 2024) (Gutierrez Action)	2.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding – Class and PAGA Action Settlement (executed on April 29, 2024)	3.50
Draft, Review, Revise, Negotiate, and Finalize Class Action and PAGA Settlement Agreement (executed on August 27, 2024), and Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval	11.50
Draft, Review, Revise, Negotiate, and Finalize Revised Class Action and PAGA Settlement Agreement (executed on July 18, 2025), and Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval	3.30

Coordinate Settlement Administration with Settlement Administrator, Monitor Settlement Administration, and Respond to Inquiries	5.50
Law and Motion	
Review and Analyze Defendant The Sygma Network, Inc.’s Notice of Motion and Motion for Consolidation of Matters, Declaration of Kimberley L. Litzler in Support Thereof, Declaration of Elayne Renteria in Support Thereof, and [Proposed] Order (served on April 3, 2023) (Gutierrez Action)	2.10
Draft Plaintiff Gutierrez’s Statement of Non-Opposition to Defendant The Sygma Network, Inc.’s Motion for Consolidation (filed on April 19, 2023) (Gutierrez Action)	0.30
Review and Analyze Plaintiff R.B. Wilson’s Opposition to Defendants’ Motion for Consolidation of Matters; Declaration of Shadie L. Berenji (filed on April 24, 2023) (Gutierrez Action)	1.10
Review Court’s Minute Order Re: Status Conference; Hearing on Motion to Consolidate (filed on May 5, 2023) (Gutierrez Action)	0.10
Review Declaration of Shadie L. Berenji, Declaration of R.B. Wilson, and Declaration of Lisa Mullins (Administrator), and Draft, Review, and/or Revise Notice of Motion and Motion for Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in Support Thereof, Declaration of Arman Marukyan in Support Thereof, Declaration of Andre Green in Support Thereof, Declaration of Ricardo Gutierrez in Support Thereof, and [Proposed] Order (filed on September 6, 2024) (Consolidated Action)	5.50
Review Declaration of Kimberley L. Litzler in Support of Plaintiffs’ Motion for Preliminary Approval of Settlement (served on December 12, 2024) (Consolidated Action)	0.20
Review Checklist for Preliminary Approval of Class Action Settlement (filed on February 4, 2025) (Consolidated Action)	0.80
Review Court’s Minute Order on Hearing on Motion for Preliminary Approval of Settlement (filed on February 4, 2025) (Consolidated Action)	0.10

Review Supplemental Declaration of Shadie L. Berenji in Support of Plaintiffs' Motion for an Order: (1) Conditionally Certifying a Settlement Class; (2) Preliminarily Approving Class Action and PAGA Settlement; (3) Approving Notice of Class Action Settlement; (4) Appointing Class Counsel and Class Representative; and (5) Setting Hearing for Final Approval (filed on June 9, 2025) (Consolidated Action)	0.30
Review Court's Minute Order on Hearing on Motion for Preliminary Approval of Settlement (filed on June 12, 2025) (Consolidated Action)	0.10
Review Court's Order Granting Plaintiffs' Motion for an Order: (1) Conditionally Certifying a Settlement Class; (2) Preliminarily Approving Class Action and PAGA Settlement; (3) Approving Notice of Class Action Settlement; (4) Appointing Class Counsel and Class Representative; and (5) Setting Hearing for Final Approval (filed on August 5, 2025) (Consolidated Action)	0.20
Review Declaration of Shadie L. Berenji, Declaration of R.B. Wilson, and Declaration of Nick Castro (Administrator), and Draft, Review, and/or Revise Notice of Motion and Motion for Motion for Final Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Class Representative Service Payments; Memorandum of Points and Authorities, Declaration of Vartan Madoyan in Support Thereof, Declaration of Andre Green in Support Thereof, Declaration of Ricardo Gutierrez in Support Thereof, and [Proposed] Final Approval Order and Judgment (filed on December 11, 2025) (Consolidated Action)	23.50
Total Hours:	353.10

EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Gutierrez vs. The Sygma Network, Inc. (Class and PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/4/2022	U.S. Postmaster	Postage	\$7.50
6/28/2022	U.S. Postmaster	Postage	\$8.00
6/28/2022	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/16/2022	Legal Document Server, Inc.	Attorney Service	\$112.81
9/16/2022	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
9/16/2022	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
11/7/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
12/14/2022	Los Angeles Superior Court	Document Download Fee	\$5.80
12/19/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
1/20/2023	Legal Document Server, Inc.	Attorney Service	\$17.30
1/20/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
2/15/2023	General Logistics Systems US, Inc.	Courier Service	\$15.30
2/27/2023	Los Angeles Superior Court	Document Download Fee	\$8.60
2/28/2023	Los Angeles Superior Court	Document Download Fee	\$11.00
4/19/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
4/28/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
5/5/2023	Calvin Hannagan	Travel Reimbursement	\$64.31
5/15/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
5/15/2023	Los Angeles Superior Court	Document Download Fee	\$2.00
6/26/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
6/26/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/18/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
8/18/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
9/25/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
3/4/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
3/5/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
3/6/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
3/6/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
3/7/2024	Signature Resolution LLC	Mediation Fee	\$5,437.50
3/8/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/8/2024	Morgan Barney	Travel Reimbursement	\$22.47
3/11/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
5/3/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$153.70
Total:			\$7,677.76

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Green vs. Sygma Southern California, et al.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
4/12/2023	U.S. Postmaster	Postage	\$8.50
9/21/2023	Legal Document Server, Inc.	Attorney Service	\$115.88
9/21/2023	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
9/21/2023	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
11/3/2023	Legal Document Server, Inc.	Attorney Service	\$26.58
11/3/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
11/3/2023	Los Angeles Superior Court	Jury Fee	\$150.00
11/14/2023	ProLegal	Attorney Service	\$283.55
11/17/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
11/17/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
12/7/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
12/7/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
12/7/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
12/8/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
3/4/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
3/4/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
3/4/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
3/13/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
5/7/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
8/1/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
8/1/2024	Legal Document Server, Inc.	Attorney Service	\$130.00
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
Total:			<u>\$2,945.40</u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Green vs. Sygma Southern California, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/17/2023	U.S. Postmaster	Postage	\$17.54
7/17/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/21/2023	Legal Document Server, Inc.	Attorney Service	\$46.38
9/21/2023	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
10/9/2023	ProLegal	Attorney Service	\$1,217.35
10/17/2023	ProLegal	Attorney Service	\$243.05
11/3/2023	Legal Document Server, Inc.	Attorney Service	\$175.00
11/3/2023	Legal Document Server, Inc.	Attorney Service	\$26.58
11/3/2023	Los Angeles Superior Court	Jury Fee	\$150.00
11/17/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
12/26/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
12/26/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
12/27/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
4/23/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/3/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
Total:			<u>\$2,625.59</u>