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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

ABEL YOUNG, an individual, on behalf of  
himself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

TABC, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

**Case No. 22STCV25696**

**DECLARATION OF KYLE NORDREHAUG  
IN SUPPORT OF JOINT MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date: July 27, 2023  
Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff  
Dept: SS-7

Date Filed: August 22, 2022  
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel of record for Plaintiff Abel Young ("Plaintiff") in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of this matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the joint unopposed motion by  
7 Plaintiff and Defendant TABC Inc. ("TABC") (collectively, the "Parties") for preliminary approval  
8 of the proposed class action settlement, which motion seeks entry of an order: (1) preliminarily  
9 approving the proposed settlement of this class action; (2) for settlement purposes only,  
10 conditionally certifying the Class, which is comprised of "all current and former employees who  
11 worked for TABC in a non-exempt position in California at any time from August 9, 2018 through  
12 April 7, 2023"; (3) provisionally appointing Plaintiff as the representative of the Class; (4)  
13 provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas  
14 J. De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class  
15 Counsel for the Class; (5) approving the form and method for providing notice to the Class of the  
16 proposed settlement; (6) directing that notice of the proposed settlement be given to the Class; (7)  
17 appointing ILYM Group, Inc. as the Administrator; and (8) scheduling a final approval hearing date  
18 in approximately for December 21, 2023 months to consider the Parties' joint motion for final  
19 approval of the settlement and entry of the Judgment, and Plaintiff's motion for approval of  
20 attorneys' fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class  
21 Action and PAGA Settlement Agreement ("Agreement") along with exhibits thereto. The form of  
22 the Agreement is based upon the Los Angeles County Superior Court model form for a class and  
23 PAGA settlement. A redline comparison between the Agreement and the Court's model form for a  
24 class and PAGA settlement is attached hereto as Exhibit #2. This Declaration incorporates by  
25 reference the definitions in the Agreement, and all terms defined therein shall have the same  
26 meaning as set forth in the Agreement.

1 Fairness of Settlement

2           3.       As consideration for this Settlement, the Gross Settlement Amount is Five Hundred  
3 Thousand Dollars (\$500,000) to be paid by TABC, as set forth in the Agreement. The Gross  
4 Settlement Amount will settle all issues pending in the Action between the Parties and will be made  
5 in full and final settlement of the released claims. The Gross Settlement Amount includes all  
6 payments of Individual Class Payments to the Participating Class Members, the Administration  
7 Expenses Payment to the Administrator, the Class Counsel Fees Payment and Class Counsel  
8 Litigation Expenses Payment to Class Counsel, the Class Representative Service Payment to  
9 Plaintiff, and the PAGA Penalties payment to the California Labor and Workforce Development  
10 Agency (the "LWDA") and the Allegedly Aggrieved Employees. The Gross Settlement Amount  
11 does not include the employer's share of payroll taxes which will be separately paid by TABC. The  
12 Settlement is all-in with no reversion to TABC and no need for Class Members to submit claim  
13 forms.

14           4.       The relief provided in the Settlement will benefit all members of the Class. The  
15 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.  
16 Payments to the Class Members are all determined under a neutral methodology. Each  
17 Participating Class Member will receive the same opportunity to participate in and receive payment  
18 through a neutral formula that is based upon the Class Workweeks (and, if applicable, PAGA Pay  
19 Periods) worked by that individual.

20           5.       On February 7, 2023, the Parties participated in an all-day mediation session  
21 presided over by Louis Marlin, Esq., a respected and experienced mediator of wage and hour class  
22 actions. In preparation for the mediation, TABC provided Class Counsel with necessary  
23 information for the members of the Class, including payroll data and data concerning the  
24 composition of the Class. Plaintiff analyzed the data with the assistance of a damages expert,  
25 Berger Consulting, and prepared and submitted a mediation brief and damage valuation to the  
26 Mediator. Following the all-day mediation, the Parties agreed to the Settlement, which was  
27 memorialized in the form of a Memorandum of Understanding. The final terms of the Settlement  
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1 were negotiated and set forth in the Agreement now presented for this Court's approval.

2 Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and  
3 adequate.

4         6.         Based upon 311 Class Members who collectively worked 58,321 Workweeks  
5 (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$1,607 per Class Member  
6 and \$8.57 per Workweek and, after deductions, the Net Settlement Amount provides an average  
7 recovery of \$906.21 per Class Member and \$4.83 per Workweek. The calculations to compensate  
8 for the amount due to the Class Members at the time the Settlement was negotiated were calculated  
9 by Plaintiff's expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the data  
10 for putative class members and determined the potential maximum damages for the class claims.  
11 For the Class, the maximum value of the claim for unpaid wages due to the alleged miscalculation  
12 of the regular rate for meal premiums and sick pay was \$63,793, the maximum value of the claim  
13 for unpaid wages due to alleged off-the-clock work for COVID health screenings at 5 minutes per  
14 shift was \$598,991, the maximum potential damages for alleged rest period violations were  
15 estimated to be \$1,188,550 based upon one violation per week, and the maximum potential damages  
16 for the alleged failure to reimburse business expenses were calculated to be \$50,040. In total, the  
17 damages for the Class were calculated to have a maximum potential total value of \$1,901,374. In  
18 addition, Plaintiff calculated that the maximum value of the potential waiting time penalties were  
19 \$292,723, and the maximum value of the potential wage statement penalties were \$1,046,600.<sup>1</sup> The  
20 damages and penalties prior to 2020 were released by an individual settlement program conducted  
21 by the TABC. Defendant vigorously disputed Plaintiff's calculations and exposure theories.  
22 Consequently, the Gross Settlement Amount represents more than 26% of Plaintiff's calculation of  
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24         <sup>1</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
25 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses  
26 asserted by TABC, including but not limited to, a good-faith dispute defense as to whether any  
27 premium wages for meal or rest periods or other wages were owed given TABC's position that  
28 Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186  
Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and  
employee have a good faith dispute as to whether and when the wages were due.").

1 the potential maximum damages at issue for the Class in this case, assuming these amounts could  
2 all be proven in full at trial.<sup>2</sup> The above maximum calculations should then be adjusted in  
3 consideration for both the risk of class certification and the risk of establishing class-wide liability  
4 on all claims. Given the amount of the Settlement as compared to the potential value of the claims,  
5 the Settlement is most certainly fair and reasonable. Specific details as to the calculation and  
6 valuation of the claims for purposes of mediation and the negotiation of the Settlement are as  
7 follows:

8           A.     **Details Regarding the Class.** Defendant produced time and payroll data  
9                   covering 289 employees in the Class covering 24,843 pay periods in the date  
10                  range of 8/3/2020 to 11/21/2022. The average base hourly rate for the Class  
11                  members was \$29,69. This data was then extrapolated to cover the relevant  
12                  period of 1/1/2020 to 2/7/2023, which consisted of 38,080 pay periods  
13                  (40,032 work weeks). The workweeks prior to January 1, 2020 (which are  
14                  the workweeks over and above 40,032 used for the valuation), were given a  
15                  value of \$0 due to the individual settlement program conducted by TABC in  
16                  2019 which wiped out the value of claims prior to 2020. There were an  
17                  estimated 273 employees and 19,094 pay periods in the relevant PAGA  
18                  period at mediation (7/8/2021 - 2/7/2023).

19           B.     **Alleged Miscalculation of the Regular Rate for Meal Period Payments**  
20                   **and Sick Pay.** There were no unpaid overtime wages due to regular rate due  
21                   to the Collective Bargaining Agreement. The following additional  
22                   remunerations are not included in the regular rate for the purpose of paying  
23                   meal premiums and sick pay: BNS KPI (quarterly), BNS DISC (quarterly),  
24                   Lump Sum Hourly (quarterly), 6 Month KPI (annual), Bonus (annual), Bonus

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26           <sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included  
27           the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed  
28           below at ¶ 33.

1 NX (annual), Bonus Production (annual), Bonus - Attendance Annual  
2 (annual), Bonus Sign On (annual), Lump Sum Merit (annual). 71.5% of  
3 employees and 6.5% of pay periods have meal premiums and any additional  
4 remunerations paid. 84.8% of employees and 8.2% of pay periods have sick  
5 pay and any additional remunerations paid. Based upon this data, the alleged  
6 miscalculation of the regular rate for meal premiums and sick pay was  
7 calculated to be \$63,793.

8 C. **Alleged Off-The-Clock.** Unpaid off-the-clock time assumes employees are  
9 not paid 5 minutes per shift after March 2020 for COVID checks, which sum  
10 up to 14,293 OTC hours in total. 92.8% of these hours are assumed to be  
11 overtime and calculated at 1.5x hourly rate. Unpaid OTC wages are the sum  
12 of unpaid regular wages and unpaid overtime wages. As a result, the  
13 maximum value of the claim for unpaid wages due to alleged off-the-clock  
14 work for COVID health screenings at 5 minutes per shift was calculated to be  
15 \$598,991.

16 D. **Alleged Rest Period Violations.** The rest period claim is difficult to  
17 caculate because California law does not require rest periods to be recorded.  
18 For this claim, Plaintiff assumed a missed rest period one per week, as there  
19 was a facially compliant policy and evidence that in practice the employees  
20 generally received rest periods. The damages for a missed period is one hour  
21 of pay under Labor Code §§266.7 and 512. As a result, the maximum  
22 potential damages for alleged rest period violations were estimated to be  
23 \$1,188,550.

24 E. **Alleged Business Expenses Reimbursement.** The expense reimbursement  
25 claim was based upon the personal cellphone usage for work purposes. The  
26 value of this claim used \$5 per month over 10,008 months to calculated that  
27 the maximum potential damages for the alleged failure to reimburse business  
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1 expenses were \$50,040.

2 F. **Alleged Waiting Time Penalties.** Based on employees' hire and termination  
3 dates, there are 37 terminated employees between 1/1/2020 and 2/7/2023.

4 The average shift length is 8.6 hours. Waiting Time Penalties were calculated  
5 using 37 terminated employees x 30 days x (8 hours per day x average rate of  
6 pay + 0.6 hours per day x 1.5 x average rate of pay). As such, the maximum  
7 value of the potential waiting time penalties were calculated to be \$292,723.

8 G. **Alleged Wage Statement Penalties.** Wage Statement Penalties are  
9 calculated at \$50 for the initial violation and \$100 for each subsequent  
10 violation with a max of \$4,000 per employee (assumes 100% violation). The  
11 Wage Statement claim is predicated and is derivative of the above claims, so  
12 it was assumed there was a violation in every pay period within the  
13 applicable one-year statute of limitation. The maximum value of the  
14 potential wage statement penalties were therefore calculated to be  
15 \$1,046,600.

16 H. **Allged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA  
17 penalties are paid primarily to the State of California. As such, the PAGA  
18 Claim is not included in this valuation, however, the PAGA claim is  
19 addressed separately below at paragraph 33.

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21 Procedural History of the Litigation

22 7. On July 8, 2022, Plaintiff filed with the LWDA and served on Defendant a  
23 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover  
24 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. A true and  
25 correct copy of this PAGA Notice, along with the amended PAGA Notice served on February 9,  
26 2023, are attached hereto as Exhibit #4. On August 9, 2022, Plaintiff filed a class action Complaint  
27 against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No.  
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1 22STCV25696 (the “Action”). This class action Complaint asserted class claims against Defendant  
2 for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick  
3 leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;  
4 record meal periods; reimburse necessary business expenses; furnish accurate itemized wage  
5 statements; and pay all wages due to discharged and quitting employees; and asserted a claim under  
6 California Business and Professions Code § 17200 et seq.

7 8. On September 16, 2022, Plaintiff filed a Representative Action Complaint against  
8 TABC in the Superior Court of the State of California, County of Los Angeles, Case No.  
9 22LBCV00503, asserting a single claim against TABC under PAGA for alleged failure to pay all  
10 wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest  
11 periods; pay meal and rest period premiums at the regular rate of pay; record meal periods;  
12 reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all  
13 wages due to discharged and quitting employees (hereinafter the "PAGA Action")

14 9. Pursuant to the Parties’ stipulation, on November 9, 2022, Plaintiff filed a First  
15 Amended Complaint in the Action adding his claim under PAGA from the PAGA Action, and on  
16 December 23, 2022, the Court dismissed the PAGA Action in its entirety without prejudice. This  
17 First Amended Class Action Complaint is referred to as the Operative Complaint. TABC denies the  
18 allegations in the Operative Complaint, denies any failure to comply with the laws identified in the  
19 Operative Complaint and denies any and all liability for the causes of action alleged.

20 10. Over the course of litigation, the Parties engaged in the investigation of the claims,  
21 including production of documents, class data, and other information, allowing for the full and  
22 complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs performed  
23 extensive informal discovery, which included the production and analysis of thousands of pages of  
24 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the  
25 composition of the class; (2) time and payroll data for the class; (3) Defendant’s wage and hour  
26 policies and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of wage  
27 statements provided by Defendant. As such, Class Counsel received the data and information for  
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1 the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the  
2 Class.

3 11. Class Counsel has extensive experience in litigating wage and hour class actions in  
4 California. The Parties have vigorously litigated the Action since inception. During the course of  
5 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and  
6 Defendant have engaged in substantial research and investigation in connection with the Action.  
7 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action  
8 and utilized an expert to perform an analysis of the data and valuation of the claims.

9 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a  
10 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of  
11 documents and information in connection with the Action. On February 7, 2023, the Parties  
12 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced  
13 mediator of wage and hour class actions. Following the mediation, each side, represented by its  
14 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which  
15 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms  
16 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and  
17 contentious.

18 13. Although a settlement has been reached, Defendant denies any liability or  
19 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for  
20 any purpose other than settlement, the Action is appropriate for class and/or representative  
21 treatment. Defendant contends, among other things, that it has properly compensated the Class  
22 Members and complied at all times with the California Labor Code, applicable Wage Order, and all  
23 other laws and regulations. Further, Defendant contends that class certification is inappropriate for  
24 any reason other than for settlement. Plaintiff contends that Defendant violated California wage  
25 and hour laws. Plaintiff further contends that the Action is appropriate for class certification on the  
26 basis that the claims meet the requisites for class certification. Without admitting that class  
27 certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
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1 purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for settlement purposes is  
2 not an admission that class certification is proper. Further, the Agreement is not admissible in this  
3 or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for  
4 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing  
5 class certification with respect to the Class are satisfied.

6 14. Class Counsel has conducted a thorough investigation into the facts of the class  
7 action. Over the course of a year, Class Counsel diligently evaluated the Class Members' claims  
8 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class  
9 Counsel with access to necessary information for the Class. In addition, Class Counsel previously  
10 negotiated settlements with other employers in actions involving nearly identical issues and  
11 analogous defenses. Based on the foregoing data and their own independent investigation,  
12 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms  
13 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in  
14 light of all known facts and circumstances, including the risk of significant delay, defenses asserted  
15 by Defendant, and potential appellate issues.

16  
17 Settlement Terms and Plan of Allocation

18 15. The Gross Settlement Amount is Five Hundred Thousand Dollars (\$500,000).  
19 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the  
20 following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the  
21 LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation  
22 Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration  
23 Expenses Payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include  
24 TABC's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in  
25 with no reversion to TABC. (Agreement at ¶ 3.1.)

26 16. Within twenty-three (23) days of the Settlement's Effective Date, TABC shall  
27 deposit the Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The  
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1 distribution of Individual Class Payments to Participating Class Members along with the other  
2 Court-approved distributions shall be made by the Administrator within ten (10) days after TABC  
3 fully funds the Gross Settlement Amount. (Agreement at ¶ 4.4.)

4 17. The amount remaining in the Gross Settlement Amount after the deduction of  
5 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class  
6 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
7 Expenses Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall  
8 be allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶  
9 1.29 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each  
10 Participating Class Member will be calculated by (i) dividing the Net Settlement Amount by the  
11 total number of Class Workweeks worked by all Participating Class Members during the Class  
12 Period and (ii) multiplying the result by the Participating Class Member's Class Workweeks.  
13 (Agreement at ¶ 3.2.4.) Class Workweeks will be calculated based on TABC's records and reported  
14 to Class Members in the Class Notice; however, Class Members will have the right to challenge  
15 their number of Class Workweeks.

16 18. Class Members may choose to opt out of the Settlement by following the directions  
17 in the Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not "opt out" will be  
18 deemed Participating Class Members and will be bound by the Settlement and will be entitled to  
19 receive an Individual Class Payment. (Agreement at ¶ 7.5(c).) All Allegedly Aggrieved  
20 Employees, including any who submit an opt-out request, still will receive an Individual PAGA  
21 Payment and will release the Released PAGA Claims regardless of their request for exclusion.  
22 (Agreement at ¶¶ 5.3 and 7.5.4.) Finally, the Class Notice will advise the Class Members of their  
23 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 7.6 and 7.7, Ex.  
24 A.)

25 19. A Participating Class Member must cash the check for his or her Individual Class  
26 Payment (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed.  
27 (Agreement at ¶ 4.4.1.) Any settlement checks not cashed within 180 days will be voided and any  
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1 funds represented by such checks sent to the California State Controller's Office, Unclaimed  
2 Property Division, in the name of the Class Member, thereby leaving no "unpaid residue" subject to  
3 the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶  
4 4.4.3.)

5 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the  
6 settlement in this action (the "Administrator"). (Agreement at ¶ 1.2.) The Administrator will be  
7 paid for settlement administration in an amount not to exceed \$11,500. (Agreement at ¶ 3.2.3.)

8 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
9 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.  
10 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of  
11 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶  
12 3.2.2.) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000  
13 to Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2.1.)

14 22. Subject to Court approval, Five Thousand Dollars (\$5,000) will be paid from the  
15 Gross Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California  
16 Labor Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.*  
17 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties payment shall  
18 be allocated as follows: 75% (\$5,750) shall be allocated to the LWDA as its share of the civil  
19 penalties and 25% (\$1,250) allocated to the Allegedly Aggrieved Employees and distributed as  
20 Individual PAGA Payments based on the number of their respective PAGA Pay Periods.  
21 (Agreement at ¶ 3.2.5.) As set forth in the accompanying proof of service, the LWDA has been  
22 served with this motion and the Agreement.

23  
24 Risks of Continued Litigation and Standards for Approval

25 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate  
26 and trying this Action against TABC and then litigating possible appeals that could take several  
27 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,  
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1 especially in complex class actions such as this Action. Class Counsel is also mindful of and  
2 recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the  
3 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the  
4 Settlement set forth in the Agreement is in the best interest of the Class Members.

5         24. Here, a number of defenses asserted by TABC present serious threats to the claims  
6 of the Plaintiff and the other Class Members. TABC maintains that its practices complied with all  
7 applicable wage and hour laws. TABC maintains that all Class Members' work time was properly  
8 recorded and compensated and that there was no miscalculation of the regular rate. TABC  
9 maintains that its meal and rest period policies and practices provide Class Members with meal and  
10 rest periods that exceed the requirements of California law. Specifically, TABC contends that meal  
11 periods were highly regimented, that employees took 35-minute meal periods, and, if anything,  
12 TABC overpaid premiums by automatically paying them for all short/late/missed meal periods  
13 reflected in the time records. Moreover, the vast majority of Class Members work pursuant to a  
14 collective bargaining agreement that meets the requirements of Labor Code §514, and thus  
15 precludes Plaintiff's and those Class Members' claims for alleged unpaid overtime. As to expense  
16 reimbursement, TABC maintains that it did not fail to provide reimbursement for necessary  
17 business expenses because, among other things, TABC provides its employees with all necessary  
18 personal protective equipment, and employees are not required to use their personal cell phones to  
19 perform their work. TABC maintains that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th  
20 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v.*  
21 *See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), seriously weaken Plaintiff's claims in terms of  
22 liability and value, and preclude his claims from proceeding on a class or representative basis.  
23 TABC also maintains that a good-faith dispute and absence of willfulness would negate the claims  
24 for waiting time penalties and failure to provide accurate itemized wage statements. If successful,  
25 TABC's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff  
26 believes that these defenses could be overcome, TABC maintains these defenses have merit and  
27 therefore present a serious risk to recovery by the Class.

1           25.     There was also a significant risk that, if the Action was not settled, Plaintiff would be  
2     unable to obtain class certification and thereby not recover on behalf of any employees other than  
3     himself. TABC argued that the individual experience of each putative class member varied with  
4     respect to the claims, which would preclude the claims from proceeding on a class or representative  
5     basis. For instance, Plaintiff's meal and rest period claims would require individualized inquiries  
6     into whether each employee took a compliant meal or rest period on a given shift and, if not, why;  
7     and Plaintiff's off-the-clock claims would require individualized inquiries into whether each  
8     employee ever performed off-the-clock work and, if so, why. Plaintiff is aware of other cases where  
9     class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th  
10    885 (2019) (denying certification of rest break claims). Finally, even if class certification was  
11    successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*  
12    *National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-  
13    wide recovery even where a class has been certified. While other cases have approved class  
14    certification of wage and hour claims, class certification in this Action would have been hotly  
15    disputed and was by no means a foregone conclusion.

16           26.     This settlement is therefore certainly entitled to preliminary approval. Were this  
17    case to go to trial, the Plaintiff and the other class members would need to prove, among other  
18    things, that wages were owed on a class-wide basis. This was and is a substantial risk.

19           27.     Plaintiff will apply to the Court for Class Representative Service Payment in  
20    consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶  
21    3.2.1.) Plaintiff performed his duties admirably by working with Class Counsel. The concurrently  
22    filed declaration of Plaintiff is presented herewith in support of the request. For purposes of this  
23    preliminary approval stage, the requested service award of \$10,000 is well within the accepted  
24    range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*,  
25    2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member  
26    payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D.  
27    Cal. 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*  
28    *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)

1 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*  
2 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.Cal. Oct. 06, 2008) (awarding  
3 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,  
4 2007 WL 221862, \*16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime  
5 class action and a pool of \$100,000 in enhancements ). As explained in *Glass*, service awards are  
6 routinely awarded to class representatives to compensate the employees for the time and effort  
7 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation  
8 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL  
9 221862 at \*16-17. Below, I provided a long list of similar Court-approved service awards.

10 28. The stage of the proceedings at which the Settlement was reached also militates in  
11 favor of preliminary approval and, ultimately, final approval of the Settlement. Class Counsel has  
12 conducted a thorough investigation into the facts of the class action. Class Counsel began  
13 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an  
14 investigation of the claims and conducted a review and analysis of the relevant documents and data.  
15 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously  
16 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not  
17 occur until Class Counsel possessed sufficient information to make an informed judgment regarding  
18 the likelihood of success on the merits and the results that could be obtained through further  
19 litigation.

20 29. Based on the informal discovery and their own independent investigation and  
21 evaluation, Class Counsel is of the opinion that the Settlement with TABC for the consideration and  
22 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of  
23 the Class in light of all known facts and circumstances, including the risk of significant delay,  
24 defenses asserted by TABC, and numerous potential appellate issues. There can be no doubt that  
25 counsel for both Parties possessed sufficient information to make an informed judgment regarding  
26 the likelihood of success on the merits and the results that could be obtained through further  
27 litigation.

1 Class Certification Issues

2 30. Plaintiff contends that the Settlement meets all of the requirements for certification  
3 of a settlement class under California Code of Civil Procedure § 382 as demonstrated below, and  
4 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court  
5 should conditionally certify the Class, for settlement purposes only, defined as follows:

6 All current and former employees who worked for TABC in a non-exempt position  
7 in California at any time at any time during the Class Period.

8 (Agreement at ¶ 1.5.)

9 The “Class Period” is from August 9, 2018 through April 7, 2023. (Agreement at ¶ 1.12.)

10 a. **Ascertainability And Numerosity** - Here, Plaintiff asserts that the  
11 approximately 311 individuals who comprise the Class can be identified based on TABC’s records  
12 and are sufficiently numerous for class certification.

13 b. **Predominance of Common Issues Of Law and Fact** - Here, Plaintiff  
14 contends that common questions of law and fact are present, and specifically the common questions  
15 of whether TABC’s practices were lawful, whether Class members were lawfully compensated for  
16 all hours worked, whether TABC properly calculated wages, whether TABC failed to provide all  
17 legally required rest periods to class members, whether TABC failed to provide required expense  
18 reimbursement, and whether Class Members are entitled to damages and penalties as a result of  
19 these alleged practices. Plaintiff contends that certification of this Class is appropriate because  
20 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,  
21 these common questions of liability could be answered on a class wide basis.

22 c. **Typicality** - In the Action, Plaintiff contends that there can be little doubt  
23 that the typicality requirement is satisfied. Plaintiff worked for TABC as a non-exempt employee  
24 during the Class Period. Plaintiff contends that, like every other member of the Class, he was  
25 subject to the same practices and policies of TABC and was subject to the same defenses. Thus,  
26 Plaintiff asserts that the claims of Plaintiff and the Class Members arise from the same course of  
27 conduct by TABC, involve the same employment policies and practices of TABC, and are based on  
28 the same legal theories.

1                   d.       **Adequacy** - Plaintiff contends that the Class Members are adequately  
2 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest  
3 with other Class Members, and (b) will prosecute the case vigorously on behalf of the Class. These  
4 requirements are met here. First, Plaintiff is well aware of his duties as the representative of the  
5 Class and has actively participated in the prosecution of this case to date. Plaintiff effectively  
6 communicated with Class Counsel, provided documents and information to Class Counsel, and  
7 participated in the investigation and resolution of the Action. The personal involvement of the  
8 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.  
9 Second, Plaintiff retained competent counsel who are experienced in employment class actions and  
10 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those  
11 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of  
12 facts and legal theories.

13           31.       Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
14 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can  
15 competently represent the Class. Other lawyers at my firm and I have extensive class litigation  
16 experience. We have handled a number of class actions and complex cases and have acted both as  
17 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
18 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
19 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
20 employment law class actions, including claims for misclassification, overtime, expense  
21 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
22 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
23 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be  
24 adequate counsel by the courts throughout California. We have been approved as experienced class  
25 counsel by both state and federal courts in California in contested class certification proceedings. A  
26 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this  
27 settlement is defined as "all and former employees who worked for TABC in a non-exempt position  
28 in California at any time at any time during the Class Period." I have reviewed my firm's cases and

1 representation of other plaintiffs and there is no conflict or representation which would prevent my  
2 firm from representing the interests of the Class this case. My firm only represents employees, and  
3 not employers. My firm has never represented TABC nor any affiliate of TABC. My firm's only  
4 interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize  
5 that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent  
6 with our allegiance to pursue the claims on behalf of other employees and classes as the claims are  
7 all against different and distinct employers. I can think of no conflict that would arise in our  
8 representation of the Class and our adequate representation of the Class is evidenced by the  
9 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,  
10 neither the Plaintiff nor Class Counsel have any affiliation with the Administrator for this  
11 settlement. Thus, the adequacy requirement for my firm is satisfied.

12         32. The Class Notice, drafted jointly and agreed upon by the Parties through their  
13 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*  
14 *"A"* to the Agreement.) The Class Notice, drafted jointly and agreed upon by the Parties through  
15 their respective counsel and to be approved by the Court, includes all relevant information. (*See*  
16 *Exhibit "A"* to the Agreement.) The Class Notice will include, among other information: (i)  
17 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not  
18 opt out, including a description of the applicable release; (iii) information to the Class Members  
19 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class  
20 Payment (and, if applicable, Individual PAGA Payment) for each of the Class Members and how to  
21 dispute the information used to calculate the payment; (iii) the amount of attorneys' fees and  
22 expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the  
23 anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall  
24 have forty-five (45) days from the date that the Notice is mailed to them (the "Response Deadline")  
25 to request exclusion (opt-out), and that the Response Deadline shall be extended in the event of a  
26 re-mailing. (Agreement at ¶ 7.5.1.) Class Members shall be given the opportunity to object to the  
27 Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval  
28 Hearing. (Agreement at ¶ 7.7.) Class Members who do not submit a timely and proper request to

1 opt out will automatically receive a payment of their Individual Class Payment (and, if applicable,  
2 their Individual PAGA Payment). This notice program was designed to meaningfully reach the  
3 Class Members and it advises them of all pertinent information concerning the Settlement.  
4

5 33. The PAGA Claim -

6 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201  
7 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The  
8 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a  
9 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the  
10 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of  
11 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on  
12 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of  
13 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that  
14 primary consideration. "The LWDA recognizes that this Court does not review the PAGA  
15 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is  
16 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
17 class members." (LWDA Response at p.4).

18 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the  
19 value of the alleged PAGA claim as to the Allegedly Aggrieved Employees for civil penalties to be  
20 between \$954,700 and \$1,909,400 for a single violation in every one of the estimated 19,094 pay  
21 periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as  
22 in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation  
23 of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the  
24 maximum rate per pay period but without stacking.<sup>3</sup> The PAGA allocation in the Settlement is  
25

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26 <sup>3</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
27 The valuation of between \$9954,700 and \$1,909,400 is the civil penalty amount without stacking. If  
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay  
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the  
cases cited herein, only one penalty per pay period was assessed.

1 \$5,000. This allocation is justified by several important considerations. First, the PAGA claim was  
2 subject to the same risks as the underlying class claims. Second, Defendant asserted additional  
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.  
4 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and  
5 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA  
6 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Second,  
7 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which  
8 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties  
9 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the  
10 PAGA claim. Even if we assume that violations for all 19,094 pay periods were established, using  
11 the valuation from *Carrington* results in a potential recovery of only \$95,470 under PAGA. This  
12 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential  
13 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the  
14 reasoning of the LWDA in *O'Connor v. Uber*.

15           c.       **Comparable PAGA Settlements.** In reaching the settlement of the PAGA  
16 claim, Class Counsel was also aware of what allocations other Courts have approved for similar  
17 PAGA settlements as compared to the total settlement amount. A class settlement that allocates  
18 approximately 1% of the total settlement value to resolve the PAGA claims applicable to the class  
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,  
20 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the  
21 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
26 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA  
27 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
28 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9

1 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
2 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
3 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
4 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
5 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
6 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
7 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
8 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,  
9 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000  
10 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
11 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*  
12 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
13 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
14 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
15 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*  
16 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or  
17 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441  
18 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);  
19 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.  
20 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of  
21 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case  
22 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement  
23 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.  
24 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement  
25 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case  
26 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement  
27 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)  
28 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*

1 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or  
2 0.34% of \$1,450,000 settlement amount).

3  
4 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
5 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
6 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
7 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
8 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
9 of the class action awards obtained by Class Counsel in similar employment actions throughout the  
10 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
11 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles  
12 Superior Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee  
13 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*  
14 *Cases* (San Mateo Superior Court, Case No. JCCP 4945), Judge Marie Weiner awarded Class  
15 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*  
16 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307), Judge Edward Weil  
17 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December  
18 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.  
19 BC672235), Judge William Highberger awarded Class Counsel a one-third fee award in a wage and  
20 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
21 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-  
22 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*  
23 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class  
24 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in  
25 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-  
26 00245842), Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour  
27 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case  
28 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and

1 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles  
2 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee  
3 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*  
4 *Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a  
5 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
6 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson  
7 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
8 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard  
9 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,  
10 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of  
11 California Case No. 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third  
12 fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*  
13 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson  
14 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*  
15 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge  
16 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.  
17 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court  
18 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee  
19 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*  
20 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.  
21 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in  
22 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge  
23 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February  
24 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.  
25 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class  
26 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
27 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a  
28 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings

1 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee  
2 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is  
3 therefore reasonable in light of the fees that have been awarded in other similar cases.

4  
5 35. Class Representative Service Payment - The reasonableness of the requested service  
6 award is also established by reference to the amounts that other California courts have found to be  
7 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,  
8 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service  
9 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,  
10 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.  
11 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);  
12 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County  
13 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,  
14 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service  
15 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.  
16 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);  
17 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,  
18 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.  
19 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);  
20 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
21 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*  
22 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,  
23 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los  
24 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*  
25 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,  
26 2011)(awarding \$10,000 service award together with additional compensation for their general  
27 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court  
28 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.

1 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);  
2 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior  
3 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,  
4 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000  
5 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los  
6 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*  
7 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,  
8 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa  
9 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
10 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,  
11 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS  
12 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);  
13 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding  
14 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside  
15 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*  
16 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000  
17 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange  
18 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*  
19 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,  
20 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior  
21 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*  
22 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.  
23 1, 2018) (awarding \$10,000 service award).

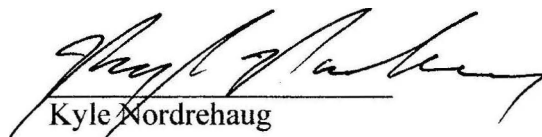
24  
25 36. Potentially Related Other Actions - I am unaware of any other related cases pending  
26 against Defendant which would be impacted by this settlement. I have searched the LWDA  
27 database which evidences that there are no other currently pending PAGA notices served against  
28 Defendant (other than PAGA notice served in this case).

1  
2 37. Administration - The estimate from ILYM Group is was selected, as it provided for  
3 an estimate of \$8,600 to perform the settlement administration for a Class of 311, with any  
4 difference between the actual expenses and the budget of \$11,500 to be retained in the Net  
5 Settlement Amount for distribution to the Class. Attached hereto as Exhibit #5 is a true and correct  
6 copy of the Declaration of Lisa Mullins from ILYM, which includes their estimate for  
7 administration along with the other issues required by paragraph 6.2 of the Agreement. I have used  
8 ILYM Group successfully as the administrator in more than twenty class settlements in the last few  
9 years and know them to be competent and experienced. My firm has no relationship or connection  
10 with ILYM Group, and thus no conflict of interest exists.  
11

12 Service on the LWDA:

13 38. At the same time as the filing and service of this declaration, I am also serving the  
14 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA  
15 Settlement Agreement. This service is verified by the accompanying proof of service.  
16

17 I declare under penalty of perjury under the laws of the State of California that the foregoing  
18 is true and correct. Executed this 27th day of June, 2023, at La Jolla, California.  
19

20  
21   
22 Kyle Nordrehaug  
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## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc. (“TABC”). The Agreement refers to Plaintiff and TABC collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against TABC captioned “*ABEL YOUNG, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants*, Case No. 22STCV25696, initiated on August 9, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Allegedly Aggrieved Employees” means Class Members who worked for TABC in a non-exempt position in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former employees who worked for TABC in a non-exempt position in California at any time at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation,

their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and all related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in TABC’s possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9. “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 Allegedly 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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period of time from August 9, 2018 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.13. “Class Representative” means Plaintiff Abel Young, the named plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the release described in Paragraph 5.1 of the Agreement.
- 1.15. “Class Workweek” means any workweek falling within the Class Period during which a Class Member worked for TABC in a non-exempt position in California for at least one day.

- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means TABC Inc.
- 1.18. “Effective Date” means the date by which all of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (ii) TABC has not exercised its right to withdraw from this Settlement pursuant to Paragraph 9; (iii) the Court enters the Judgment; and (iv) the Judgment becomes Final as defined in Paragraph 1.19.
- 1.19. “Final” means the last of the following dates, as applicable.
  - 1.19.1. The last date on which a notice of appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement may be filed, and none is filed.
  - 1.19.2. If a timely appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement is filed, the last of the following dates: (i) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed; (ii) the last date by which a petition for a writ of certiorari to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed; (iii) if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment,
- 1.20. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of the Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000), which is the total amount to be paid by TABC as provided by this Agreement

except as provided in Paragraph 8 below. The Gross Settlement Amount will cover (i) all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses Payment. The Gross Settlement Amount is an all-in amount without any reversion to TABC. TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments paid to Class Members shall be paid by TABC separately from, and in addition to, the Gross Settlement Amount.

- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked by the Participating Class Member during the Class Period.
- 1.24. "Individual PAGA Payment" means an Allegedly Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Allegedly Aggrieved Employee during the PAGA Period.
- 1.25. "ISP" means TABC's voluntarily individual settlement program conducted in December 2019, before the Action and PAGA Action (as defined in Paragraph 2.2 below) were filed, through which all Class Members who were employed as of that time, except one Class Member, released wage and hour claims.
- 1.26. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibit C-1 and Exhibit C-2 to this Agreement and incorporated by reference into this Agreement.
- 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA for its share of the settlement of claims for civil penalties under PAGA pursuant to Labor Code section 2699, subd. (i).
- 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) the Class Representative Service Payment, (iv) the Class Counsel Fees Payment, (v) the Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The Net

Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting to the Administrator a valid and timely Request for Exclusion.
- 1.31. “Operative Complaint” means the First Amended Class Action Complaint filed in the Action.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*
- 1.33. “PAGA Notice” means, collectively, Plaintiff’s letters to TABC and the LWDA dated July 8, 2022 and February 9, 2023 providing notice of his claims pursuant to California Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Pay Period” means any pay period falling within the PAGA Period during which an Allegedly Aggrieved Employee worked for TABC in a non-exempt position in California for at least one day.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$5,000) to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, of which 25% (\$1,250) shall be allocated to the Allegedly Aggrieved Employees and 75% (\$3,750) shall be allocated to the LWDA.
- 1.36. “PAGA Period” means the period of time from July 11, 2021 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.37. “Participating Class Member” means a Class Member who does not submit to the Administrator a valid and timely Request for Exclusion.
- 1.38. “Plaintiff” means Abel Young, the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, in substantially the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- 1.40. “Released Class Claims” means the claims being released by Participating Class Members as described in Paragraph 5.2 below.

- 1.41. “Released PAGA Claims” means the claims being released by the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means TABC and any present and former parents, subsidiaries and affiliated companies or entities, including but not limited to Toyota Motor North America, Inc., and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- 1.43. “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 as described in Paragraph 7.5.1 below.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “TABC’s Counsel” means Zachary P. Hutton and Anna M. Skaggs of Paul Hastings LLP.

## 2. RECITALS

- 2.1. On August 9, 2022, Plaintiff commenced this Action by filing a Complaint against TABC in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s Complaint asserted putative class claims against TABC for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees; and asserted a claim under California Business and Professions Code § 17200 *et seq.*
- 2.2. On September 16, 2022, Plaintiff filed a Representative Action Complaint against TABC in the Superior Court of the State of California, County of Los Angeles, captioned “*ABEL YOUNG, on behalf of the State of California, as a private attorney general, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants,*” Case No. 22LBCV00503, asserting a claim against TABC under PAGA for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees

(hereinafter the “PAGA Action”).

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to TABC and the LWDA by sending the PAGA Notice.
- 2.4. Pursuant to the Parties’ stipulation, on November 9, 2022, Plaintiff filed a First Amended Complaint in the Action adding his claim under PAGA from the PAGA Action, and on December 23, 2022, the Court dismissed the PAGA Action in its entirety without prejudice.
- 2.5. TABC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6. On February 7, 2023, the Parties participated in an all-day mediation presided over by Lou Marlin, a respected mediator of wage and hour representative and class actions. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Actions and agreed to settle the Actions, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Understanding reached by the Parties following the mediation and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, TABC provided Plaintiff, through informal discovery, relevant documents and data, including relevant policies and communications and data reflecting the Class Members’ dates of employment, hours, and wages during the Class Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. Plaintiff has not moved for, and the Court has not granted, class certification.
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by TABC that the claims in the Action or the PAGA Action have merit or that TABC has any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that TABC’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, TABC reserves the right to contest certification of any class for any reason and

reserves all available defenses to the claims in the Action.

- 2.10. The Parties, Class Counsel and TABC's 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. Subject to the terms and conditions of this Agreement, including Paragraph 8 and Paragraph 9 of this Agreement, TABC will pay \$500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated by the Settlement, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by TABC to the Administrator. TABC has no obligation to pay the Gross Settlement Amount (or any employer-side 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 Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TABC.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, 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 Plaintiff: A Class Representative Service Payment to Plaintiff of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive). TABC will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed \$10,000. As part of the motion for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the 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 (currently estimated to be \$166,666.67), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. TABC will not oppose Class Counsel's requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for an award of the Class Counsel Fees Payment and Class Counsel 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 of less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. TABC and the other Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Forms 1099. 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 TABC harmless, and indemnifies TABC, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,500 absent a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves an Administration Expenses Payment of less than \$11,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

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

3.2.4.1. Tax Treatment of Individual Class Payments. One-third (1/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be subject to tax withholding and will be reported by the Administrator on IRS

Form W-2. Two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for all expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion will not be subject to wage withholdings and will be reported by the Administrator on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee-side taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive Individual Class Payments. The Administrator will retain amounts that otherwise would have been payable to Non-Participating Class Members as 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 Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (i) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (ii) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. The Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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.

3.2.5.3 The Administrator will report the Individual PAGA Payments on IRS Form 1099.

#### 4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, TABC estimates that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period; and (iii) there are approximately 265 Allegedly Aggrieved Employees who worked a total of 15,261 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Within thirty (30) days after the Court grants Preliminary Approval of the Settlement, TABC 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. TABC has 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which TABC 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. The Parties agree that keeping confidential the Class Member Information is in the best interest of the Class Members, as it will contain private and sensitive information such as Social Security numbers, and that keeping confidential the Class Member Information will not impede Class Counsel's ability to discharge their fiduciary duties.
- 4.3. Funding of the Gross Settlement Amount. Within three (3) days after the Settlement becomes Final, as defined in this Agreement, the Administrator will provide TABC with wire transfer information. Within twenty (20) days after the Administrator provides TABC with wire transfer information, TABC will fully fund the Gross Settlement Amount and the amounts necessary to fully pay TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator.
- 4.4. Settlement Payments. Within ten (10) days after TABC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and will pay to itself the

#### Administration Expenses Payment.

- 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 when the check will be voided, which shall be 180 days after the date of mailing (the “void date”). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including any whose Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees, including all Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including any whose Class Notice was returned undelivered). If a Participating Class Member also qualifies as an Allegedly Aggrieved Employee, the Administrator will send the Participating Class Member a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Class Member’s Individual Class Payment check and/or Individual PAGA Payment check remains uncashed 120 days after its last mailing to the affected individual, the Administrator will send the individual a notice informing him or her that the check will expire and become non-negotiable if it is not cashed by the void date and offering to replace the check if it was lost or misplaced but not cashed.
- 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 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if 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 to the California State Controller’s Office, Unclaimed Property

Division, 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 TABC or any other Released Parties 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, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date that TABC fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Allegedly Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Individual Class Payment, Plaintiff's Individual PAGA Payment, and the other terms and conditions of the Settlement, Plaintiff releases any and all known and unknown claims against TABC and the other Released Parties and expressly waives the protection of California Civil Code section 1542, 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.

(“Plaintiff's Release”). Plaintiff's Release does not, however, include Plaintiff's threatened claims for discrimination, Fair Employment Housing Act violations, harassment, retaliation, or wrongful termination and Plaintiff's Released Claims do not include 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. Participating Class Members' Release. In consideration of their Individual Class Payments, all Participating Class Members release any and all known and unknown claims against TABC and the other Released Parties that are asserted in the Operative Complaint or arise out of or reasonably relate to the facts alleged in the Operative Complaint that arose during the Class Period for claims that TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Released Class Claims"). The Released Class Claims do not include a release of any other claims, including Plaintiff's individual claims, 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. LWDA and Allegedly Aggrieved Employees' Release. In consideration for their awarded portions of the PAGA Penalties, the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees release any and all claims against TABC and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts in Plaintiff's PAGA Notice that, during the PAGA Period, TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include claims arising under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA Claims, and will receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion. The Released PAGA Claims

do not include a release of any other claims, including Plaintiff's individual claims, 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 PAGA Period.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 6.1. TABC's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, TABC will prepare and deliver to Class Counsel a signed Declaration confirming the number of Class Members who participated in the ISP; and, separately, will provide confirmation to Class Counsel of the number of workweeks worked by Class Members during the Class Period.
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to TABC's 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 in substantially the form evidenced by Exhibit B to this Agreement; (iii) a draft proposed Class Notice in substantially the form evidenced by Exhibit A to this Agreement; (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 Plaintiff, Class Counsel or TABC's Counsel; (v) a signed declaration from Plaintiff confirming his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential

conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff 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 TABC's Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within a reasonable time after they finalize 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone or by email, 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, 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 Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the

Settlement pursuant to this Agreement. 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 three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Allegedly Aggrieved Employees, Class Workweeks, and PAGA Pay Periods reflected in the Class Data.
  - 7.4.2. Within fifteen (15) 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 (the “USPS”) mail, the Class Notice in substantially the form evidenced by Exhibit A to this Agreement, which prominently displays the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to Class Members, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate those amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.
  - 7.4.3. Not later than 7 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 Notices to Class Members whose Class Notices are returned by the USPS a second time.

- 7.4.4. The deadlines for Class Members to submit Requests for Exclusion, challenges to the Class Workweeks and/or PAGA Pay Periods shown on their Notices of Estimated Settlement Award, and written objections will be as stated in Paragraphs 7.5.1, 7.6, and 7.7.2, respectively. In the event a Class Member's Class Notice is re-mailed, the Administrator will inform the Class Member of any extended deadline.
- 7.4.5. If the Administrator, the Parties, TABC's Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, in an effort to agree on whether to include the persons 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 any options under this Agreement by not later than 14 days after receipt of the Class Notice or by the applicable deadline stated in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator a signed written Request for Exclusion by fax, email, or mail. Requests for Exclusion sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Requests for Exclusion sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). A Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or mailed by the applicable deadline set forth in this paragraph.
- 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. 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 regarding the validity and/or authenticity of any Request for Exclusion 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 releases under Paragraph 5.2 and Paragraph 5.3 of this Agreement, regardless of 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 deemed to be 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 Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment.
- 7.5.5 If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

- 7.6. Challenges to Calculation of Class Workweeks and/or PAGA Pay Periods. If a Class Member disputes the number of Class Workweeks and/or PAGA Pay Periods shown on his or her Class Notice, the Class Member must challenge the allocation by sending to the Administrator, via fax, email or mail, the information that he or she contends is correct and any documentation the Class Member has to support his or her contention. Disputes sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice; disputes sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice. In the event of a dispute, TABC will have the right to review its payroll and

personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and TABC, the Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods shown on the Class Member's Notice of Estimated Settlement Award are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide to TABC's Counsel and Class Counsel copies of all Class Member challenges to the calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination as to such 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 the amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and/or the Administration Expenses Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Objections sent by fax or email must be sent to the Administrator no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Objections sent by mail must be postmarked no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). The Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and TABC's Counsel, who shall then promptly file all such objections with the Court. Class Counsel and TABC's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other

evidence supporting the objection; and (iv) be sent by the applicable deadline set forth in this paragraph. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, or in addition to a written objection, Class Members may appear before the Court (or hire an attorney to appear before the Court) at the Final Approval Hearing to orally object to the Settlement. Class Members who wish to object to the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment may do so by the deadline for opposing a motion for an award of those payments.

- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- 7.8.2. 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 ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and TABC's Counsel a list containing (i) the names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List"); (ii) the names and other identifying information of Class Members who have submitted invalid and/or untimely Requests

for Exclusion; and (iii) copies of all Requests for Exclusion submitted (whether valid or invalid, timely or untimely).

- 7.8.3. Class Workweek and/or PAGA 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 concerning the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and TABC's Counsel that, among other things, tally the number of (i) Class Notices mailed or re-mailed, (ii) Class Notices returned undelivered, (iii) Requests for Exclusion (whether valid or invalid, timely or untimely) received, (iv) objections received, (v) challenges to the calculation of Class Workweeks and/or PAGA Pay Periods received and/or resolved, and (vi) checks mailed or re-mailed for Individual Class Payments and Individual PAGA Payments (the "Weekly Reports"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.5. Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Parties' joint Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and TABC's 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 (whether valid or invalid, timely or untimely), and the number of written objections, and attaching 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) with the Court.
- 7.8.6. Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and TABC's Counsel with a final report detailing its disbursements, by employee identification

number only, of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and TABC's 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 with the Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **UNANTICIPATED INCREASE IN WORKWEEKS.** It is estimated that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; and (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period. Should the number of workweeks worked by Class Members during the Class Period be more than ten percent (10%) higher than the estimated number of workweeks (58,321), the Gross Settlement Amount will increase proportionately for each additional workweek in excess of that threshold.
9. **TABC'S RIGHT TO WITHDRAW.** If five percent (5%) or more of Class Members, or a number of Class Members whose Individual Class Payments would be worth five percent (5%) or more of the Net Settlement Amount as calculated, submit valid and timely Requests for Exclusion, TABC will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. TABC must exercise this right within fifteen (15) days after the Administrator provides to the Parties the Exclusion List, which the Administrator must do within ten (10) days after the deadline for submission of Requests for Exclusion. If TABC exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If TABC does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to the Settlement, which TABC will not oppose.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file with the Court the Parties' joint motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(I), a proposed Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement, and a proposed Judgment in substantially the form evidenced by Exhibit C-2 to this Agreement

(collectively, the “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to TABC’s Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and TABC’s Counsel will meet and confer expeditiously 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will work together expeditiously and in good faith in an attempt to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration 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 the Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under California Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of the Right to Appeal. Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, TABC, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Service Payment, the Class Counsel Fees Payment and/or the

Class Counsel Litigation Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

10.5. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or TABC will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

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

12. **ADDITIONAL PROVISIONS**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.

12.1.1. TABC denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action or the PAGA Action, that the claims asserted in the Action or the PAGA Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by TABC, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by TABC was meritorious. This Settlement and the fact that Plaintiff and TABC were willing to settle the Action will have no bearing on, and will

not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

12.1.2. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) TABC is liable to Plaintiff or the Class.

12.1.3. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to TABC or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against TABC or any of the Released Parties, in any further proceeding in the Action or the PAGA Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

12.1.4. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, except as needed to inform the

Court of the status of the case.

- 12.3. No Solicitation. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement. 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. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 12.5. Attorney Authorization. Class Counsel and TABC's Counsel separately warrant and represent that they are authorized by Plaintiff and TABC, 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. 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. Tax Advice. Neither Plaintiff, Class Counsel, TABC nor TABC's 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 the 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 any copies and/or summaries of the Class Data provided to Class Counsel by TABC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for 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 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final disbursement of all Settlement funds, Plaintiff shall destroy all paper and electronic versions, if any, of Class Data received from TABC.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

*To Plaintiff and the Class:*

Norman B. Blumenthal  
 Kyle R. Nordrehaug  
 Blumenthal Nordrehaug Bhowmik  
 De Blouw LLP  
 2255 Calle Clara  
 La Jolla, CA 92037  
 Tel.: (858) 551-1223  
 Fax: (858) 551-1232  
 Email: norm@bamlawca.com  
 kyle@bamlawca.com

*To TABC:*

Zachary P. Hutton  
 Anna M. Skaggs  
 Paul Hastings LLP  
 101 California Street  
 Forty-Eighth Floor  
 San Francisco, California 94111  
 Tel.: (415) 856-7000  
 Fax.: (415) 856-7100  
 Email: zachhutton@paulhastings.com  
 annaskaggs@paulhastings.com

- 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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 provided that 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 12.20. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

### 13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 27, 2023 Abel S. Young  
Abel S. Young (Apr 27, 2023 15:17 PDT)  
Plaintiff Abel Young

Dated: 4/7/2023 Jane Howard-Martin  
DocuSigned by:  
B2EA1FDD1AE845C...  
Jane Howard-Martin  
Authorized for Defendant TABC Inc.

Dated: 4/27/23 Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorneys for Plaintiff

Dated: 4/7/2023 Zach Hutton  
DocuSigned by:  
67FF7199875B468...  
Zachary P. Hutton  
Paul Hastings LLP  
Attorneys for Defendant TABC Inc.

**EXHIBIT A**

[NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL  
HEARING]

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

*Young v. TABC Inc.*

Los Angeles Superior Court, Case No. 22STCV25696

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 (the "Action") against TABC Inc. ("TABC") for alleged wage and hour violations. The Action was filed by a former TABC employee named Abel Young ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former employees who worked for TABC in hourly ("non-exempt") positions in California during the Class Period (August 9, 2018 through April 7, 2023) ("Class Members"); and (2) penalties under the California Labor Code Private Attorneys General Act ("PAGA") for all current and former employees who worked for TABC in non-exempt positions in California during the PAGA Period (July 11, 2021 to April 7, 2023) ("Allegedly Aggrieved Employees").

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

Based on TABC's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$[REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$[REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to TABC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work in a covered position during the PAGA Period.). These estimates are based on TABC's records showing that (1) during the Class Period, you worked [REDACTED] workweeks for TABC in a non-exempt position in California ("Class Workweeks"); and (2) during the PAGA Period, you worked [REDACTED] pay periods for TABC in a non-exempt position in California ("PAGA Pay Periods"). If you believe that you worked a different number of Class Workweeks and/or PAGA Pay Periods, 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 of the Settlement. Read this Notice carefully. You will be deemed to have carefully read and understood it, and your legal rights are affected whether or not you take action. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires TABC to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against TABC.

If you worked for TABC 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 (if applicable) an Individual PAGA Payment. However, as a Participating Class Member, you will give up your right to assert certain claims against TABC and other parties, as described in Section 3.9 of this Notice.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting to the Administrator a written and signed Request for Exclusion stating that you wish to opt out of the Settlement. If you opt out of the Settlement, you will not receive an Individual Class Payment, but you will preserve your right, if any, to personally pursue against TABC the claims described in Section 3.9 of this Notice. If you are an Allegedly Aggrieved Employee, you cannot opt out of the PAGA portion of the proposed Settlement; you will receive an Individual PAGA Payment and release the claims described in Section 3.10 of this Notice whether or not you opt out of the Class Settlement.

**TABC 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**

|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                              | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and (if you are an Allegedly Aggrieved Employee) an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against TABC that are covered by this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>You Can Opt Out of the Class Settlement but not the PAGA Settlement</b><br><br><b>See Section 6 for the Deadline to Opt Out</b> | <p>If you don't want to participate in the proposed Class Settlement, you can opt out of that portion of the Settlement by sending the Administrator a written and signed Request for Exclusion. If your Request for Exclusion is valid and timely, you will be a Non-Participating Class Member and you will not be 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.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. All Allegedly Aggrieved Employees will receive an Individual PAGA Payment and will give up their rights to pursue the Released PAGA Claims (defined in Section 3.10 below).</p> |
| <b>Participating Class Members Can Object to the Class Settlement but</b>                                                          | All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>not the PAGA Settlement</b></p> <p><b>See Section 7 for the Deadline to Submit Written Objections</b></p>                                                           | <p>the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>                                                                           |
| <p><b>You Can Participate in the [date] Final Approval Hearing</b></p>                                                                                                    | <p>The Court's Final Approval Hearing is scheduled to take place on [date]. 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.</p>                   |
| <p><b>You Can Challenge the Calculation of Your Class Workweeks and/or PAGA Pay Periods</b></p> <p><b>See Section 4 for the Deadline to Submit Written Challenges</b></p> | <p>The amount of your Individual Class Payment depends on your number of Class Workweeks, and the amount of your Individual PAGA Payment (if any) depends on your number of PAGA Pay Periods. Your number of Class Workweeks and number of PAGA Pay Periods according to TABC's records are stated above. If you disagree with either of these numbers, you must submit a challenge to the Administrator. See Section 4 of this Notice.</p> |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former TABC employee. The Action accuses TABC of violating California labor laws by failing to pay all wages due, including minimum wages, overtime wages, and paid sick leave; failing to provide meal and rest periods; failing to pay meal and rest period premiums at the regular rate of pay; failing to record meal periods; failing to reimburse necessary business expenses; failing to furnish accurate itemized wage statements; and failing to pay all wages due to discharged and quitting employees. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA") and a claim under California Business and Professions Code § 17200 *et seq.*. Plaintiff is represented by attorneys in the Action: Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Class Counsel").

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

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

So far, the Court has made no determination whether TABC or Plaintiff is correct on the merits. In the meantime, Plaintiff and TABC hired an experienced, neutral mediator and participated in an all-day mediation in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case), rather than continuing the expensive and time-consuming process of

litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and TABC 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, TABC does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TABC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Allegedly 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. TABC will pay \$500,000 as the Gross Settlement Amount. TABC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. If the Court grants Final Approval, TABC will fund the Gross Settlement not more than 23 days after the Judgment entered by the Court becomes Final (as defined in the Settlement).
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to one-third (1/3) of the Gross Settlement Amount (\$166,666.67) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000 to Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$11,500 to the Administrator for services administering the Settlement.
  - D. Up to \$5,000 for PAGA Penalties, to be allocated 75% (\$3,750) to the LWDA PAGA Payment and 25% (\$1,250) to the Individual PAGA

Payments to the Allegedly Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and TABC are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to settlement of claims for taxable wages (the “Wage Portion”) and two-thirds (2/3) to settlement of claims for expense reimbursement, interest and penalties (the “Non-Wage Portion”). One hundred percent (100%) of the Individual PAGA Payments are in settlement of claims for civil penalties. The Wage Portions of Individual Class Payments are subject to withholdings and will be reported on IRS Forms W-2. The Non-Wage Portions of Individual Class Payments and the Individual PAGA Payments will be reported on IRS Forms 1099. TABC will separately pay employer payroll taxes owed on the Wage Portions of Individual Class Payments.

Although Plaintiff and TABC have agreed to these allocations, neither side is giving you any advice on whether any payments you may receive from the proposed Settlement 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 to Class Members will show the date when the check expires (the void date). If you don’t cash your check by the void date, it will be automatically cancelled, and the monies will be deposited with the California State Controller’s Office, Unclaimed Property Division, in your name. If the monies represented by your check are sent to the California State Controller’s Office, Unclaimed Property Division, 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 submit a valid and timely Request for Exclusion to the Administrator. A Request for Exclusion is a letter prepared by you containing: (i) your name, address, telephone number, and the last four digits of your Social Security

number; (ii) a statement that you wish to exclude yourself from the Settlement; and (iii) your signature. To be timely, a Request for Exclusion must be:

- A. Faxed or emailed to the Administrator no later than 45 days after the date this Notice was sent to you; or
- B. Mailed with a postmark date no later than 45 days after the date this Notice was sent to you.

A Class Member who submits a valid and timely Request for Exclusion will be deemed a Non-Participating Class Member and will not receive an Individual Class Payment, but will preserve their rights to personally pursue wage and hour claims against TABC.

You cannot opt out of the PAGA portion of the Settlement. Class Members who are Allegedly Aggrieved Employees will receive an Individual PAGA Payment and will be bound by the release described in Section 3.10 of this Notice whether or not they submit a valid and timely Request for Exclusion.

- 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 TABC have agreed that, in either case, the Settlement will be void, TABC will not pay any money, and Class Members will not release any claims against TABC.
- 8. Administrator. The Court has appointed a neutral company, ILYM Group (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 regarding their Class Workweeks and/or PAGA Pay Periods, mail (and re-mail, as necessary) 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 TABC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes on the Wage Portions of Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that all Class Members who do not opt out by validly and timely excluding themselves from the Class Settlement will be bound by the release set forth below, and cannot sue, continue to sue, or be part of any other lawsuit against TABC or the other Released Parties (as defined in the Settlement) based on claims resolved by this Settlement.

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

In consideration of their Individual Class Payments, all Participating Class Members release any and all known and unknown claims against TABC and the

other Released Parties that are asserted in the Operative Complaint or arise out of or reasonably relate to the facts alleged in the Operative Complaint that arose during the Class Period for claims that TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Released Class Claims"). The Released Class Claims do not include a release of any other claims, including Plaintiff's individual claims, 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. Allegedly Aggrieved Employees' Release. After the Judgment is Final and TABC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes on the Wage Portions of Individual Class Payments, all Allegedly Aggrieved Employees will be barred from asserting against TABC and the other Released Parties the PAGA claims covered by the Settlement, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, will be bound by the release set forth below, and cannot sue, continue to sue, or participate in any other PAGA claim against TABC or the other Released Parties (as defined in the Settlement) based on claims resolved by this Settlement.

All Allegedly Aggrieved Employees will be bound by the following release:

In consideration for their awarded portions of the PAGA Penalties, the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees release any and all claims against TABC and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts in Plaintiff's PAGA Notice that, during the PAGA Period, TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include claims arising under California Labor Code sections 201-204,

210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA Claims, and will receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion. The Released PAGA Claims do not include a release of any other claims, including Plaintiff's individual claims, 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 PAGA Period.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (i) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (ii) multiplying the result by the number of Class Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (i) dividing \$1,250 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (ii) multiplying the result by the number of PAGA Pay Periods worked by each individual Allegedly Aggrieved Employee.
3. Class Workweek and/or PAGA 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 TABC's records, are stated above. If you submit your challenge to the Administrator by fax or email, you must do so by no later than **[45 days after initial mailing]**. If you submit your challenge by mail, it must be postmarked by no later than **[45 days after initial mailing]**. See Section 9 of this Notice for the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept TABC's calculation of your Class Workweeks and/or PAGA Pay Periods based on TABC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges regarding your Class Workweeks and/or PAGA Pay Period based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TABC's Counsel. The Administrator's decision will be 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 does not validly and timely opt out). If the Participating Class Member is an Allegedly Aggrieved Employee, the single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. If any Non-Participating Class Member also qualifies as an Allegedly Aggrieved Employee, the Administrator will send the Non-Participating Class Member, by U.S. mail, a single check for his or her Individual PAGA Payment.

**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?

If you wish to exclude yourself from (opt out of) the Class Settlement, you must send the Administrator a Request for Exclusion, which is a written and signed letter with your name, current address, current 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 the "Young v. TABC Settlement," and include your identifying information (full name, current address and 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. If your Request for Exclusion is sent by fax or email, it must be sent to the Administrator by no later than **45 days after initial mailing** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). If your Request for Exclusion is sent by mail, it must be postmarked by no later than **45 days after initial mailing** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). **Your Request for Exclusion will be invalid if it is not sent to the Administrator by the applicable deadline.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and TABC are asking the Court to approve. At least 16 court days before the Final Approval Hearing (which is set for **date of Final Approval Hearing**), Class Counsel and/or Plaintiff will file with the Court (1) a joint 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 Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you

copies of these documents at no cost to you. You can also view them on the Administrator's website ([URL]) or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>; enter Case Number 22STCV25696).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. If your written objection is sent by fax or email, it must be sent to the Administrator by **no later than [60 days after initial mailing]** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). If your written objection is sent by mail, it must be postmarked by **no later than [60 days after initial mailing]** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). 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 as the "Young v. TABC Settlement," include your name, current address, current telephone number, and approximate dates of employment with TABC, 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 the Participating Class Member's own expense) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 7 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 Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and TABC's Counsel before making a decision. You can attend (or hire a lawyer to attend) in person 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 ([URL]) 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 TABC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to visit [Administrator Name]'s website: [URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or visit the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and enter the Case Number for the Action (22STCV25696). 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:*

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik  
De Blouw LLP  
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La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
Email: norm@bamlawca.com  
kyle@bamlawca.com  
Website: www.bamlawca.com

*Administrator:*

[Name of Company]  
[Mailing Address]  
Tel.: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**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 Office, Unclaimed Property Division, website ([https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html)) 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 B**

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

**Exhibit B**

*[Counsel listed on next page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ABEL YOUNG, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

TABC, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 22STCV25696

**[PROPOSED] ORDER:**

**(1) PRELIMINARILY APPROVING  
PROPOSED SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING  
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS  
REPRESENTATIVE, CLASS COUNSEL,  
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND  
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL  
APPROVAL OF SETTLEMENT**

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

**Exhibit B**

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6 APARAJIT BHOWMIK (SB# 248066)

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22 San Francisco, California 94111

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24 Facsimile: 1(415) 856-7100

25 *Attorneys for Defendant TABC Inc.*

## Exhibit B

1 The joint motion of plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc.  
2 (“Defendant” or “TABC”) (together, the “Parties”) for Preliminary Approval of Class Action  
3 Settlement (the “Motion”) came on regularly for hearing before this Court on  
4 \_\_\_\_\_, 2023 at \_\_\_\_:\_\_\_\_ a.m. / p.m. The Court, having considered the  
5 proposed Settlement Agreement (the “Settlement”), attached as Exhibit 1 to the Declaration of  
6 \_\_\_\_\_ filed concurrently with the Motion; having considered the Motion, Memorandum of  
7 Points and Authorities in support thereof, and supporting declarations filed therewith, and any  
8 argument presented at the hearing on the Motion; and good cause appearing, HEREBY  
9 ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set  
11 forth in the Settlement and finds its terms to be within the range of reasonableness of a  
12 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.  
13 For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and  
14 that there is a sufficiently well-defined community of interest among the members of the Class in  
15 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional  
16 certification of the Class, which is defined as follows:

17 All current and former employees who worked for TABC in a non-exempt  
18 position in California at any time from August 9, 2018 through [the date on  
19 which the Court grants preliminary approval of the Settlement] [April 7,  
2023].

20 2. For purposes of the Settlement, the Court designates plaintiff Abel Young as  
21 Class Representative, and designates Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit  
22 Bhowmik, Nicholas J. De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De  
23 Blouw LLP as Class Counsel.

24 3. The Court designates \_\_\_\_\_ as the third-party Settlement Administrator for  
25 mailing notices.

26 4. The Court approves, as to form and content, the Court-Approved Notice of Class  
27 Action Settlement and Hearing Date for Final Court Approval attached as Exhibit A to the  
28 Settlement (the “Class Notice”).

## Exhibit B

1           5.       The Court finds that the form of notice to the Class Members regarding the  
2 pendency of the action and of the Settlement, and the methods of giving notice to Class  
3 Members, constitute the best notice practicable under the circumstances, and constitute valid,  
4 due, and sufficient notice to all Settlement Class Members. The form and method of giving  
5 notice complies fully with the requirements of California Code of Civil Procedure section 382,  
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and  
7 other applicable law.

8           6.       The Court further approves the procedures for Class Members to opt out of or  
9 object to the Settlement, as set forth in the Class Notice.

10          7.       The procedures and requirements for filing objections in connection with the  
11 Final Approval Hearing are intended to ensure the efficient administration of justice and the  
12 orderly presentation of any Class Member's objection to the Settlement, in accordance with the  
13 due process rights of all Settlement Class members.

14          8.       The Court directs the Settlement Administrator to mail the Class Notice to the  
15 Class Members in accordance with the terms of the Settlement.

16          9.       The Notice shall provide at least 45 calendar days' notice from the date of initial  
17 mailing for Class Members to opt out of the Settlement or submit disputes regarding the  
18 information shown on their Notices of Estimated Settlement Share.

19          10.       The Notice shall provide at least 60 calendar days' notice from the date of initial  
20 mailing for Class Members to object to the Settlement.

21          11.       The Final Approval Hearing on the question of whether the Settlement should be  
22 finally approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court,  
23 located at 312 North Spring Street, Los Angeles, California 90012, on \_\_\_\_\_,  
24 2023 at \_\_\_\_:\_\_\_\_ a.m. / p.m.

25          12.       At the Final Approval Hearing, the Court will consider: (a) whether the  
26 Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether  
27 a judgment granting final approval of the Settlement should be entered; and (c) whether  
28

## Exhibit B

Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, representative payment to Plaintiff, and settlement administration costs should be granted.

13. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below:

| Event                                                                                                                                                                                                                                    | Date        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| TABC to provide Class Member Data to Settlement Administrator no later than [30 days after preliminary approval]:                                                                                                                        | _____, 2023 |
| Settlement Administrator to mail Class Notice to Class Members no later than [15 days after receiving Class Member Information]:                                                                                                         | _____, 2023 |
| Deadline for Class Members to opt out of the Settlement or submit disputes to the Settlement Administrator regarding Class Workweeks and/or PAGA Pay Periods information shown on Class Notices [45 days after mailing of Class Notice]: | _____, 2023 |
| Deadline for Class Members to object to the Settlement [60 days after mailing of Class Notice]:                                                                                                                                          | _____, 2023 |
| Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:                                                                                                                                               | _____, 2023 |
| Final Approval Hearing:                                                                                                                                                                                                                  | _____, 2023 |

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

///

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///

**Exhibit B**

1           16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures  
2 in connection with the administration of the Settlement which are not materially inconsistent  
3 with either this Order or the terms of the Settlement.

4           **IT IS SO ORDERED.**

5           Dated: \_\_\_\_\_, 2023

6           \_\_\_\_\_  
7           The Honorable Lawrence P. Riff  
8           Judge of the Superior Court  
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**EXHIBIT C-1**  
[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT]

Exhibit C-1

*[Counsel listed on next page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ABEL YOUNG, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

TABC, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 22STCV25696

**[PROPOSED] ORDER GRANTING  
JOINT MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Judge: Hon. Lawrence P. Riff  
Dept.: 7

Complaint filed: August 9, 2022  
FAC filed: November 9, 2022  
Trial date: None set

**Exhibit C-1**

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*Attorneys for Defendant TABC Inc.*

## Exhibit C-1

On [REDACTED], 2023, a hearing was held on the joint motion of plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc. (“Defendant” or “TABC”), for final approval of their class settlement (the “Settlement”) and payments to the Labor and Workforce Development Agency (“LWDA”) and the Settlement Administrator. [REDACTED] of Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP appeared for TABC.

The parties have submitted their Settlement, which this Court preliminarily approved by its [REDACTED], 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

All current and former employees who worked for TABC in a non-exempt position in California at any time from August 9, 2018 through [date of preliminary approval] [April 7, 2023].

2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator] filed on [REDACTED], 2023.

3. The Court confirms the appointment of plaintiff Abel Young as Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

## Exhibit C-1

1           4. Pursuant to the Preliminary Approval Order, a Court-Approved Notice of Class  
2 Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”) was sent to  
3 each Class Member by first-class mail. The Class Notice informed Class Members of the terms  
4 of the Settlement, their right to receive an Individual Class Payment and/or Individual PAGA  
5 Payment, their right to comment on or object to the Settlement or to opt out of the Settlement  
6 and pursue their own remedies, and their right to appear in person or by counsel at the final  
7 approval hearing and be heard regarding approval of the Settlement. Adequate periods of time  
8 were provided by each of these procedures. No Class Members objected to the Settlement as  
9 part of this notice process or stated an intent to appear at the final approval hearing.

10           5. The Court finds and determines that this notice procedure afforded adequate  
11 protections to Class Members and provides the basis for the Court to make an informed decision  
12 regarding approval of the Settlement based on the responses of Class Members. The Court finds  
13 and determines that the notice provided in this case was the best notice practicable, which  
14 satisfied the requirements of law and due process.

15           6. For the reasons stated in the Preliminary Approval Order, the Court finds and  
16 determines that the proposed class, as defined in the definitions section of the Settlement, meets  
17 all of the legal requirements for class certification, and it is hereby ordered that the Class is  
18 finally approved and certified as a class for purposes of the Settlement.

19           7. [The Court overrules the objections raised by objecting Class Members.]

20           8. The Court further finds and determines that the terms of the Settlement are fair,  
21 reasonable, and adequate to the Class and to each Class Member. The Class Members who have  
22 not opted out will be bound by the Settlement, except that Allegedly Aggrieved Employees (as  
23 defined in the Settlement, those who worked for TABC during the applicable PAGA period (July  
24 11, 2021 through [date of preliminary approval] [April 7, 2023])) will release the PAGA claims  
25 released in the Settlement, and will receive a portion of the amount set aside for their share of the  
26 settlement of civil penalties, regardless of whether they opt out of the Settlement. The  
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should  
28 be and hereby are ordered to be consummated.

## Exhibit C-1

1           9.       The Court finds and determines that the Settlement payments to be paid to the  
2 Class Members (including the Individual Class Payments to be paid to Class Members who did  
3 not timely submit a valid Request for Exclusion and Individual PAGA Payments to be paid to all  
4 Allegedly Aggrieved Employees), as provided for by the Settlement, are fair and reasonable.  
5 The Court hereby grants final approval to and orders the payment of those amounts to be made  
6 to the Class Members out of the Net Settlement Amount in accordance with the Settlement.

7           10.      Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.  
8 Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to  
9 PAGA, on the date the parties filed with the Court the motion seeking preliminary approval of  
10 the Settlement, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of  
11 the Settlement. The Court finds and determines that the notice of the Settlement complied with  
12 the statutory requirements of PAGA.

13           11.      The Court finds and determines that the resolution of the Released PAGA Claims  
14 and the PAGA Penalties, which includes the payment to the LWDA of \$3,750 and the payment  
15 to Allegedly Aggrieved Employees of \$1,250 as their respective shares of the settlement of civil  
16 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval  
17 to and orders that the payment of the PAGA Penalties be paid out of the Gross Settlement  
18 Amount in accordance with the Settlement.

19           12.      The Court finds and determines that the fees and expenses of [REDACTED] in  
20 administering the Settlement, in the amount of \$ [REDACTED], are fair and reasonable. The Court  
21 hereby grants final approval to and orders that the payment of approximately that amount be paid  
22 out of the Gross Settlement Amount in accordance with the Settlement.

23           13.      In addition to any recovery that Plaintiff may receive as his Settlement Share, and  
24 in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the  
25 payment of a Class Representative Service Payment to Plaintiff in the amount of \$10,000. This  
26 amount shall be paid from the Gross Settlement Amount.

27           14.      Pursuant to the authorities and argument presented to the Court, the Court  
28 approves the payment of a Class Counsel Fees Payment to Class Counsel in the sum of

**Exhibit C-1**

\$166,666.67, plus a Class Counsel Litigation Expenses Payment in the amount of \$25,000.

These amounts shall be paid from the Gross Settlement Amount.

15. The parties are hereby ordered to comply with the terms of the Settlement.

16. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
The Honorable Lawrence P. Riff  
Judge of the Superior Court

**EXHIBIT C-2**

[PROPOSED FINAL JUDGMENT]

*[Counsel listed on next page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ABEL YOUNG, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

TABC, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 22STCV25696

**[PROPOSED] FINAL JUDGMENT**

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

**Exhibit C-2**

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25 *Attorneys for Defendant TABC Inc.*

**Exhibit C-2**

1           The parties having settled this action and the Court having entered an Order Granting  
2 Final Approval of Settlement and good cause appearing therefor,

3           IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4           1.       Except as set forth in the Settlement Agreement and the Order Granting Final  
5 Approval of Settlement, plaintiff Abel Young (“Plaintiff”), and all members of the Class, shall  
6 take nothing by their complaint in this Action.

7           2.       Without affecting the finality of this judgment in any way, pursuant to California  
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the  
9 interpretation, administration, implementation, effectuation, and enforcement of this order and  
10 the Settlement.

11          3.       Upon completion of administration of the Settlement, the Settlement  
12 Administrator will provide written certification of such completion to the Court and counsel for  
13 the parties. The Court sets a compliance hearing date of \_\_\_\_\_, at  
14 \_\_\_\_\_ a.m. / p.m., and the written certification of the Settlement Administrator shall be  
15 filed no later than fourteen (14) days before this hearing.

16          4.       The Court finds that in consideration of Plaintiff’s awarded Class Representative  
17 Service Payment, Plaintiff’s Individual Class Payment, Plaintiff’s Individual PAGA Payment,  
18 and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final  
19 and is fully funded, except as provided below, Plaintiff releases any and all known and unknown  
20 claims against TABC and any present and former parents, subsidiaries and affiliated companies  
21 or entities, including but not limited to Toyota Motor North America, Inc., and their respective  
22 officers, directors, employees, partners, shareholders and agents, and any other successors,  
23 assigns and legal representatives and its related persons and entities (the “Released Parties”), and  
24 waives the protection of California Civil Code section 1542, which provides: “A general release  
25 does not extend to claims that the creditor or releasing party does not know or suspect to exist in  
26 his or her favor at the time of executing the release and that, if known by him or her, would have  
27 materially affected his or her settlement with the debtor or released party.” (“Plaintiff’s  
28 Released Claims”). Plaintiff’s Released Claims do not, however, include Plaintiff’s threatened

## Exhibit C-2

1 claims for discrimination, Fair Employment Housing Act violations, harassment, retaliation, or  
2 wrongful termination and Plaintiff's Released Claims do not include any claims or actions to  
3 enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits,  
4 disability benefits, Social Security benefits, workers' compensation benefits that arose at any  
5 time, or based on occurrences outside the Class Period.

6         5. The Court finds that in consideration for their awarded Individual Class  
7 Payments, as of the date the Settlement becomes Final and is fully funded, all Class Members  
8 (other than those Class Members who timely and validly elected not to participate in the  
9 Settlement) release any and all known and unknown claims against TABC and the Released  
10 Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to  
11 the facts alleged in the First Amended Complaint that arose during the period from August 9,  
12 2018 through [date of preliminary approval] [June 7, 2021] (the "Class Period") for claims that  
13 TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick  
14 leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of  
15 pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized  
16 wage statements; or pay all wages due to discharged and quitting employees. The released  
17 claims include claims brought under California Labor Code sections 201-204, 210, 218, 221,  
18 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1,  
19 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208,  
20 and the Industrial Welfare Commission Wage Order. Such claims include claims for wages,  
21 statutory penalties, civil penalties, or other relief under the California Labor Code, including  
22 PAGA; relief from unfair competition under California Business and Professions Code section  
23 17200 *et seq.*; attorneys' fees and costs; and interest (the "Class Members' Released Claims").  
24 The Class Members' Released Claims do not include a release of any other claims, including  
25 Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the  
26 Fair Employment and Housing Act, unemployment insurance, disability, Social Security,  
27 workers' compensation, or claims based on facts occurring outside the Class Period.  
28

**Exhibit C-2**

1           6.       The Court finds that in consideration for their respective shares of the PAGA  
2 Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California  
3 and all Allegedly Aggrieved Employees release any and all claims against TABC and the other  
4 Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts  
5 in the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the period  
6 from July 11, 2021 through [date of preliminary approval] [June 7, 2021] (the “PAGA Period”),  
7 TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick  
8 leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of  
9 pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized  
10 wage statements; or pay all wages due to discharged and quitting employees (the “Released  
11 PAGA Claims”). The Released PAGA Claims include claims arising under California Labor  
12 Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558,  
13 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare  
14 Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA  
15 Claims, and will receive an Individual PAGA Payment, regardless of whether they elect not to  
16 participate in the Settlement. The Released PAGA Claims do not include a release of any other  
17 claims, including Plaintiff’s individual claims, claims for vested benefits, wrongful termination,  
18 violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social  
19 Security, workers’ compensation, or claims based on facts occurring outside the PAGA Period.

20           7.       The parties shall bear his, her, its or their own respective attorneys’ fees and costs  
21 except as otherwise provided in the Settlement, the Order Granting Final Approval of  
22 Settlement, and this Judgment.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**Exhibit C-2**

1 The Court enters final judgment in the Action in accordance with the Settlement and this  
2 Order, subject to the Court's retention of continuing jurisdiction over the Action and the  
3 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for  
4 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and  
5 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable  
6 law.

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

8  
9 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
The Honorable Lawrence P. Riff  
Judge of the Superior Court



## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc. (“TABC”). The Agreement refers to Plaintiff and TABC collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against TABC captioned *ABEL YOUNG, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants*, Case No. 22STCV25696, initiated on August 9, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Allegedly Aggrieved Employees” means Class Members who worked for TABC in a non-exempt position in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former employees who worked for TABC in a non-exempt position in California at any time at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation,

their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and all related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in TABC’s possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9. “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 Allegedly 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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period of time from August 9, 2018 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.13. “Class Representative” means Plaintiff Abel Young, the named plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the release described in Paragraph 5.1 of the Agreement.
- 1.15. “Class Workweek” means any workweek falling within the Class Period during which a Class Member worked for TABC in a non-exempt position in California for at least one day.

- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means TABC Inc.
- 1.18. “Effective Date” means the date by which all of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (ii) TABC has not exercised its right to withdraw from this Settlement pursuant to Paragraph 9; (iii) the Court enters the Judgment; and (iv) the Judgment becomes Final as defined in Paragraph 1.19.
- 1.19. “Final” means the last of the following dates, as applicable.
- 1.19.1. The last date on which a notice of appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement may be filed, and none is filed.
- 1.19.2. If a timely appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement is filed, the last of the following dates: (i) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed; (ii) the last date by which a petition for a writ of certiorari to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed; (iii) if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment,
- 1.20. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of the Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000), which is the total amount to be paid by TABC as provided by this Agreement

except as provided in Paragraph 8 below. The Gross Settlement Amount will cover (i) all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses Payment. The Gross Settlement Amount is an all-in amount without any reversion to TABC. TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments paid to Class Members shall be paid by TABC separately from, and in addition to, the Gross Settlement Amount.

- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked by the Participating Class Member during the Class Period.
- 1.24. "Individual PAGA Payment" means an Allegedly Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Allegedly Aggrieved Employee during the PAGA Period.
- 1.25. "ISP" means TABC's voluntarily individual settlement program conducted in December 2019, before the Action and PAGA Action (as defined in Paragraph 2.2 below) were filed, through which all Class Members who were employed as of that time, except one Class Member, released wage and hour claims.
- 1.26. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibit C-1 and Exhibit C-2 to this Agreement and incorporated by reference into this Agreement.
- 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA for its share of the settlement of claims for civil penalties under PAGA pursuant to Labor Code section 2699, subd. (i).
- 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) the Class Representative Service Payment, (iv) the Class Counsel Fees Payment, (v) the Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The Net

Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting to the Administrator a valid and timely Request for Exclusion.
- 1.31. “Operative Complaint” means the First Amended Class Action Complaint filed in the Action.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*
- 1.33. “PAGA Notice” means, collectively, Plaintiff’s letters to TABC and the LWDA dated July 8, 2022 and February 9, 2023 providing notice of his claims pursuant to California Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Pay Period” means any pay period falling within the PAGA Period during which an Allegedly Aggrieved Employee worked for TABC in a non-exempt position in California for at least one day.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$5,000) to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, of which 25% (\$1,250) shall be allocated to the Allegedly Aggrieved Employees and 75% (\$3,750) shall be allocated to the LWDA.
- 1.36. “PAGA Period” means the period of time from July 11, 2021 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.37. “Participating Class Member” means a Class Member who does not submit to the Administrator a valid and timely Request for Exclusion.
- 1.38. “Plaintiff” means Abel Young, the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, in substantially the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- 1.40. “Released Class Claims” means the claims being released by Participating Class Members as described in Paragraph 5.2 below.

- 1.41. “Released PAGA Claims” means the claims being released by the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means TABC and any present and former parents, subsidiaries and affiliated companies or entities, including but not limited to Toyota Motor North America, Inc., and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- 1.43. “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 as described in Paragraph 7.5.1 below.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “TABC’s Counsel” means Zachary P. Hutton and Anna M. Skaggs of Paul Hastings LLP.

## 2. RECITALS

- 2.1. On August 9, 2022, Plaintiff commenced this Action by filing a Complaint against TABC in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s Complaint asserted putative class claims against TABC for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees; and asserted a claim under California Business and Professions Code § 17200 *et seq.*
- 2.2. On September 16, 2022, Plaintiff filed a Representative Action Complaint against TABC in the Superior Court of the State of California, County of Los Angeles, captioned “*ABEL YOUNG, on behalf of the State of California, as a private attorney general, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants,*” Case No. 22LBCV00503, asserting a claim against TABC under PAGA for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees

(hereinafter the “PAGA Action”).

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to TABC and the LWDA by sending the PAGA Notice.
- 2.4. Pursuant to the Parties’ stipulation, on November 9, 2022, Plaintiff filed a First Amended Complaint in the Action adding his claim under PAGA from the PAGA Action, and on December 23, 2022, the Court dismissed the PAGA Action in its entirety without prejudice.
- 2.5. TABC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6. On February 7, 2023, the Parties participated in an all-day mediation presided over by Lou Marlin, a respected mediator of wage and hour representative and class actions. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Actions and agreed to settle the Actions, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Understanding reached by the Parties following the mediation and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, TABC provided Plaintiff, through informal discovery, relevant documents and data, including relevant policies and communications and data reflecting the Class Members’ dates of employment, hours, and wages during the Class Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. Plaintiff has not moved for, and the Court has not granted, class certification.
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by TABC that the claims in the Action or the PAGA Action have merit or that TABC has any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that TABC’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, TABC reserves the right to contest certification of any class for any reason and

reserves all available defenses to the claims in the Action.

- 2.10. The Parties, Class Counsel and TABC's 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. Subject to the terms and conditions of this Agreement, including Paragraph 8 and Paragraph 9 of this Agreement, TABC will pay \$500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated by the Settlement, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by TABC to the Administrator. TABC has no obligation to pay the Gross Settlement Amount (or any employer-side 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 Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TABC.

- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, 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 Plaintiff: A Class Representative Service Payment to Plaintiff of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive). TABC will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed \$10,000. As part of the motion for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the 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 (currently estimated to be \$166,666.67), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. TABC will not oppose Class Counsel's requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for an award of the Class Counsel Fees Payment and Class Counsel 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 of less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. TABC and the other Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Forms 1099. 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 TABC harmless, and indemnifies TABC, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,500 absent a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves an Administration Expenses Payment of less than \$11,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

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

3.2.4.1. Tax Treatment of Individual Class Payments. One-third (1/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be subject to tax withholding and will be reported by the Administrator on IRS

Form W-2. Two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for all expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion will not be subject to wage withholdings and will be reported by the Administrator on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee-side taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive Individual Class Payments. The Administrator will retain amounts that otherwise would have been payable to Non-Participating Class Members as 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 Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (i) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (ii) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. The Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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.

3.2.5.3 The Administrator will report the Individual PAGA Payments on IRS Form 1099.

#### 4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, TABC estimates that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period; and (iii) there are approximately 265 Allegedly Aggrieved Employees who worked a total of 15,261 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Within thirty (30) days after the Court grants Preliminary Approval of the Settlement, TABC 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. TABC has 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which TABC 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. The Parties agree that keeping confidential the Class Member Information is in the best interest of the Class Members, as it will contain private and sensitive information such as Social Security numbers, and that keeping confidential the Class Member Information will not impede Class Counsel's ability to discharge their fiduciary duties.
- 4.3. Funding of the Gross Settlement Amount. Within three (3) days after the Settlement becomes Final, as defined in this Agreement, the Administrator will provide TABC with wire transfer information. Within twenty (20) days after the Administrator provides TABC with wire transfer information, TABC will fully fund the Gross Settlement Amount and the amounts necessary to fully pay TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator.
- 4.4. Settlement Payments. Within ten (10) days after TABC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and will pay to itself the

#### Administration Expenses Payment.

- 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 when the check will be voided, which shall be 180 days after the date of mailing (the “void date”). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including any whose Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees, including all Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including any whose Class Notice was returned undelivered). If a Participating Class Member also qualifies as an Allegedly Aggrieved Employee, the Administrator will send the Participating Class Member a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Class Member’s Individual Class Payment check and/or Individual PAGA Payment check remains uncashed 120 days after its last mailing to the affected individual, the Administrator will send the individual a notice informing him or her that the check will expire and become non-negotiable if it is not cashed by the void date and offering to replace the check if it was lost or misplaced but not cashed.
- 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 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if 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 to the California State Controller’s Office, Unclaimed Property

Division, 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 TABC or any other Released Parties 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, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date that TABC fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Allegedly Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Individual Class Payment, Plaintiff's Individual PAGA Payment, and the other terms and conditions of the Settlement, Plaintiff releases any and all known and unknown claims against TABC and the other Released Parties and expressly waives the protection of California Civil Code section 1542, 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.

(“Plaintiff's Release”). Plaintiff's Release does not, however, include Plaintiff's threatened claims for discrimination, Fair Employment Housing Act violations, harassment, retaliation, or wrongful termination and Plaintiff's Released Claims do not include 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. Participating Class Members' Release. In consideration of their Individual Class Payments, all Participating Class Members release any and all known and unknown claims against TABC and the other Released Parties that are asserted in the Operative Complaint or arise out of or reasonably relate to the facts alleged in the Operative Complaint that arose during the Class Period for claims that TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Released Class Claims"). The Released Class Claims do not include a release of any other claims, including Plaintiff's individual claims, 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. LWDA and Allegedly Aggrieved Employees' Release. In consideration for their awarded portions of the PAGA Penalties, the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees release any and all claims against TABC and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts in Plaintiff's PAGA Notice that, during the PAGA Period, TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include claims arising under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA Claims, and will receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion. The Released PAGA Claims

do not include a release of any other claims, including Plaintiff's individual claims, 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 PAGA Period.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 6.1. TABC's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, TABC will prepare and deliver to Class Counsel a signed Declaration confirming the number of Class Members who participated in the ISP; and, separately, will provide confirmation to Class Counsel of the number of workweeks worked by Class Members during the Class Period.
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to TABC's 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 in substantially the form evidenced by Exhibit B to this Agreement; (iii) a draft proposed Class Notice in substantially the form evidenced by Exhibit A to this Agreement; (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 Plaintiff, Class Counsel or TABC's Counsel; (v) a signed declaration from Plaintiff confirming his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential

conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff 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 TABC's Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within a reasonable time after they finalize 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone or by email, 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, 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 Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the

Settlement pursuant to this Agreement. 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 three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Allegedly Aggrieved Employees, Class Workweeks, and PAGA Pay Periods reflected in the Class Data.
  - 7.4.2. Within fifteen (15) 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 (the “USPS”) mail, the Class Notice in substantially the form evidenced by Exhibit A to this Agreement, which prominently displays the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to Class Members, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate those amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.
  - 7.4.3. Not later than 7 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 Notices to Class Members whose Class Notices are returned by the USPS a second time.

7.4.4. The deadlines for Class Members to submit Requests for Exclusion, challenges to the Class Workweeks and/or PAGA Pay Periods shown on their Notices of Estimated Settlement Award, and written objections will be as stated in Paragraphs 7.5.1, 7.6, and 7.7.2, respectively. In the event a Class Member's Class Notice is re-mailed, the Administrator will inform the Class Member of any extended deadline.

7.4.5. If the Administrator, the Parties, TABC's Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, in an effort to agree on whether to include the persons 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 any options under this Agreement by not later than 14 days after receipt of the Class Notice or by the applicable deadline stated in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator a signed written Request for Exclusion by fax, email, or mail. Requests for Exclusion sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Requests for Exclusion sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). A Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or mailed by the applicable deadline set forth in this paragraph.

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. 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 regarding the validity and/or authenticity of any Request for Exclusion 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 releases under Paragraph 5.2 and Paragraph 5.3 of this Agreement, regardless of 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 deemed to be 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 Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment.

7.5.5. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

7.6. Challenges to Calculation of Class Workweeks and/or PAGA Pay Periods. If a Class Member disputes the number of Class Workweeks and/or PAGA Pay Periods shown on his or her Class Notice, the Class Member must challenge the allocation by sending to the Administrator, via fax, email or mail, the information that he or she contends is correct and any documentation the Class Member has to support his or her contention. Disputes sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice; disputes sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice. In the event of a dispute, TABC will have the right to review its payroll and

personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and TABC, the Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods shown on the Class Member's Notice of Estimated Settlement Award are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide to TABC's Counsel and Class Counsel copies of all Class Member challenges to the calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination as to such 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 the amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and/or the Administration Expenses Payment.

**7.7.2.** Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Objections sent by fax or email must be sent to the Administrator no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Objections sent by mail must be postmarked no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). The Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and TABC's Counsel, who shall then promptly file all such objections with the Court. Class Counsel and TABC's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other

evidence supporting the objection; and (iv) be sent by the applicable deadline set forth in this paragraph. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, or in addition to a written objection, Class Members may appear before the Court (or hire an attorney to appear before the Court) at the Final Approval Hearing to orally object to the Settlement. Class Members who wish to object to the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment may do so by the deadline for opposing a motion for an award of those payments.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

7.8.2. 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 ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and TABC's Counsel a list containing (i) the names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List"); (ii) the names and other identifying information of Class Members who have submitted invalid and/or untimely Requests

for Exclusion; and (iii) copies of all Requests for Exclusion<sup>x</sup> submitted (whether valid or invalid, timely or untimely).

- 7.8.3. Class Workweek and/or PAGA 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 concerning the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and TABC's Counsel that, among other things, tally the number of (i) Class Notices mailed or re-mailed, (ii) Class Notices returned undelivered, (iii) Requests for Exclusion (whether valid or invalid, timely or untimely) received, (iv) objections received, (v) challenges to the calculation of Class Workweeks and/or PAGA Pay Periods received and/or resolved, and (vi) checks mailed or re-mailed for Individual Class Payments and Individual PAGA Payments (the "Weekly Reports"). The Weekly Reports must include<sup>x</sup> the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.5. <sup>x</sup>Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Parties' joint Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and TABC's 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 (whether valid or invalid, timely or untimely), and the number of written objections, and attaching 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) with the Court.
- 7.8.6. Final Report by<sup>x</sup> Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and TABC's Counsel with a final report detailing its disbursements, by employee identification

number only, of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and TABC's 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 with the Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **UNANTICIPATED INCREASE IN WORKWEEKS.** It is estimated that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; and (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period. Should the number of workweeks worked by Class Members during the Class Period be more than ten percent (10%) higher than the estimated number of workweeks (58,321), the Gross Settlement Amount will increase proportionately for each additional workweek in excess of that threshold.

9. **TABC'S RIGHT TO WITHDRAW.** If five percent (5%) or more of Class Members, or a number of Class Members whose Individual Class Payments would be worth five percent (5%) or more of the Net Settlement Amount as calculated, submit valid and timely Requests for Exclusion, TABC will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. TABC must exercise this right within fifteen (15) days after the Administrator provides to the Parties the Exclusion List, which the Administrator must do within ten (10) days after the deadline for submission of Requests for Exclusion. If TABC exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If TABC does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to the Settlement, which TABC will not oppose.

10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file with the Court the Parties' joint motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(I), a proposed Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement, and a proposed Judgment in substantially the form evidenced by Exhibit C-2 to this Agreement

(collectively, the “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to TABC’s Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and TABC’s Counsel will meet and confer expeditiously 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will work together expeditiously and in good faith in an attempt to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration 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 the Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under California Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of the Right to Appeal. Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, TABC, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Service Payment, the Class Counsel Fees Payment and/or the

Class Counsel Litigation Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

- 10.5. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or TABC will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

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

12. **ADDITIONAL PROVISIONS**

- 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.

12.1.1. TABC denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action or the PAGA Action, that the claims asserted in the Action or the PAGA Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by TABC, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by TABC was meritorious. This Settlement and the fact that Plaintiff and TABC were willing to settle the Action will have no bearing on, and will

not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

12.1.2. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) TABC is liable to Plaintiff or the Class.

12.1.3. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to TABC or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against TABC or any of the Released Parties, in any further proceeding in the Action or the PAGA Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

12.1.4. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, except as needed to inform the

Court of the status of the case.

- 12.3. No Solicitation. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement. 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. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 12.5. Attorney Authorization. Class Counsel and TABC's Counsel separately warrant and represent that they are authorized by Plaintiff and TABC, 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. 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. Tax Advice. Neither Plaintiff, Class Counsel, TABC nor TABC's 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 the 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 any copies and/or summaries of the Class Data provided to Class Counsel by TABC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for 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 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final disbursement of all Settlement funds, Plaintiff shall destroy all paper and electronic versions, if any, of Class Data received from TABC.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

*To Plaintiff and the Class:*

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik  
De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
Email: norm@bamlawca.com  
kyle@bamlawca.com

*To TABC:*

Zachary P. Hutton  
Anna M. Skaggs  
Paul Hastings LLP  
101 California Street  
Forty-Eighth Floor  
San Francisco, California 94111  
Tel.: (415) 856-7000  
Fax.: (415) 856-7100  
Email: zachhutton@paulhastings.com  
annaskaggs@paulhastings.com

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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 provided that 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, both current and potential.

13. **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_  
Plaintiff Abel Young

Dated: \_\_\_\_\_  
Jane Howard-Martin  
Authorized for Defendant TABC Inc.

Dated: \_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorneys for Plaintiff

Dated: \_\_\_\_\_  
Zachary P. Hutton  
Paul Hastings LLP  
Attorneys for Defendant TABC Inc.



**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

**Aparajit Bhowmik**

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Educated: University of Southern California; California Western School of Law

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC



# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

July 8, 2022

CA2693

## VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency TABC, Inc.

Online Filing

Certified Mail #70220410000153343713

C T Corporation System

330 N. Brand Blvd. Suite 700

Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by TABC, Inc. in California, including any employees staffed with TABC, Inc. by a third party, and classified as non-exempt employees during the time period of July 8, 2021 until a date as determined by the Court. Our offices represent Plaintiff Able Young (“Plaintiff”) and other Aggrieved Employees in a lawsuit against TABC, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of Production Operator from 1995 to September of 2021 and again from March of 2022 to May 26, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v.*

*Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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WRITERS EXT:  
1004

February 9, 2022  
CA2693

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

TABC, Inc.  
Certified Mail #70222410000149121503

c/o  
Paul Hastings LLP  
Zachary P. Hutton  
Anna M. Skaggs  
101 California Street  
Forty-Eighth Floor  
San Francisco, CA 94111

Amended Notice For LWDA, Case No. LWDA-CM-894575-22

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1174, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Able Young (“Plaintiff”) and other Aggrieved Employees in a lawsuit against TABC, Inc. (“Defendant”)

This Amended Notice is intended to amend Plaintiff’s original PAGA Notice and to add allegations related to Defendant’s violations of Labor Code 1174.

“Aggrieved Employees” refers to all individuals who are or previously were employed by TABC, Inc. in California, including any employees staffed with TABC, Inc. by a third party, and classified as non-exempt employees during the time period of July 8, 2021 until a date as determined by the Court.

Plaintiff was employed by Defendant in California as a non-exempt employee in the position of Production Operator from 1995 to September of 2021 and again from March of 2022 to May 26, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Last, Defendant willfully failed to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 to allow Plaintiff and the other Aggrieved Employees to inspect their payroll records, including time records. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore

incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This amended notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.



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14 *Attorneys for Plaintiff Abel Young*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ABEL YOUNG, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

TABC, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 22STCV25696

**DECLARATION OF LISA MULLINS**

Hearing Date: July 27, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

## DECLARATION OF LISA MULLINS

I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Young v. TABC, Inc.* matter.

If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

1 As part of the preparation for mailing the class notice, ILYM Group will process class members'  
2 names and addresses against the National Change of Address ("NCOA") database, maintained by the  
3 United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing addresses  
4 of the class members before mailing of the class notice and opt-in form. To the extent an updated address  
5 is found in the NCOA database, ILYM Group will use the updated address for mailing the class notice.  
6 If ILYM Group does not locate an updated address in the NCOA database, it will use the original address  
7 provided by Defendant for mailing the class notice.

8 Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group will  
9 attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will  
10 promptly re-mail the class notice.

11 Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline so that  
12 all class members will be apprised of exactly when all applicable forms will be due, depending on the  
13 deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the  
14 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those  
15 individuals who filed a timely opt-out, dispute or objection.

16 ILYM Group's Disbursement Process will include but not limited to; (a) applying for the case  
17 EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks  
18 including but limited to overview and reconciliation of account; (c) calculating the individual settlement  
19 amounts; (d) preparing, administering and distributing settlement award checks to the Participating Class  
20 Members, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable  
21 state and federal taxes; and (f) performing other such duties as the Parties and/or the Courts direct. The  
22 above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and  
23 correct copy of ILYM Group's not to exceed quote for this matter.

24 ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be  
25 incurred unless the class size increases, or additional services are requested. ILYM Group's fees  
26 associated with the administration of this settlement is: **\$8,600.00**.

27 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the State  
2 of California that the foregoing is true and correct. Executed this 15<sup>th</sup> day of June 2023, at Tustin,  
3 California.

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# **EXHIBIT “A”**

## Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

### AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

#### Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

#### Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

#### Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

#### Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

#### Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

#### Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

#### Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

## PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

## MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

## MEDIA & INTERNET BANNER ADS

### Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

## PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.  
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

## DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

## **DISTRIBUTION AND SETTLEMENT FUNDING**

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

## **CASE CONCLUSION**

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

# **EXHIBIT “B”**

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

## Technical Controls

|                                                           |     |
|-----------------------------------------------------------|-----|
| Firewalls and intrusion detection/prevention systems      | Yes |
| Endpoint Detection and Response (EDR) Systems             | Yes |
| Complex Password Requirements                             | Yes |
| MultiFactor Authentication for Access to Systems and Data | Yes |
| Malware Protection and AntiVirus                          | Yes |
| Vulnerability Scanning/Pen Testing                        | Yes |
| Data Encryption                                           | Yes |
| Key Management for access to encrypted Data               | Yes |
| Access only provided on need-to-know basis                | Yes |
|                                                           |     |

## Administrative Policies

|                                                                                                                          |                                   |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes | Yes                               |
| Personnel and support staff required to enter into non-disclosure and confidentiality agreements                         | Yes                               |
| Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights             |                                   |
| Information security and privacy policy training, including policy review, best practices, and data security             | Yes                               |
| No remote access to systems for Employees                                                                                | No                                |
| Exit interviews/confirmation that terminated/departed employees are immediately cut off from access                      | Yes                               |
| Robust audits of data privacy policies by third-party vendors                                                            | Yes – enhanced with SOC 2 efforts |
| Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)                          | SOC 2 in progress                 |
| Disclosure of external certifications and any notice of expiration                                                       | Yes                               |

## Crisis and Risk Management

|                                                                                                                                                                        |                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Incident response/disaster plan for immediate response to security incidents such as data breach.                                                                      | Yes                                                                                                   |
| Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto | Yes                                                                                                   |
| Vendor management program that determines and defines requirements to manage risk associated with outsourcing                                                          | Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 efforts |

## Physical Access Controls

|                                                                                                                                                                   |                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Physical Access Security<br>Security Guards<br>Access Cards to facilities with assignment of identification card subject to approval and review<br>Logs of Access | Logs and “codes”<br>No cards – just codes<br>No security guards<br>Logs are kept |
| Alarm Systems                                                                                                                                                     | Yes                                                                              |
| CCTV recording Systems                                                                                                                                            | Yes                                                                              |

## Data Collection and Retention

|                                                                                                                                                                                                                                                                                                                 |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Minimization of collection of personally identifiable information, e.g., social security numbers and banking information                                                                                                                                                                                        | Yes |
| Data collection only required to extent necessary for settlement administration                                                                                                                                                                                                                                 | Yes |
| Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)<br>Compliance with applicable laws and regulations (see below) Secure data transfer | Yes |

## Data Destruction

|                                                                                                                                                                    |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions | Yes                                      |
| Secure data destruction (e.g., 6 months – 1 year or when no longer required)                                                                                       | In Process of codifying as part of SOC 2 |
| Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed                                                                | Yes                                      |
| Destruction of all derivative copies and/or back-ups                                                                                                               | Yes                                      |

## Applicable Laws, Standards, and Other Regulation

|                                                                                                                                                                                  |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001 | Yes |
| Local, national, international privacy regulations (including CCPA)                                                                                                              | Yes |

### **Ethical Rules**

|                                                                                                                                                                                       |     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior | Yes |
| Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment                                                                         | Yes |

### **Customer Service Measures**

|                                                                                                                                                                                                                                        |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)                                             | Yes |
| Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator) | Yes |

# **EXHIBIT “C”**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## Case Name: Young v. TABC (CA2693)

Wednesday, March 22, 2023

Requesting Attorneys Name: Christine T. LeVu  
E-Mail: [christine@bamlawca.com](mailto:christine@bamlawca.com)  
ILYM Contact: ILYM Group  
E-Mail: [Lisa@ilymgroup.com](mailto:Lisa@ilymgroup.com)  
Contact Number: 714.878.8836

### ESTIMATE FOR ADMINISTRATION SOLUTIONS

| ASSUMPTIONS                   |     |
|-------------------------------|-----|
| Total Number of Class Members | 311 |
| NCOA                          | Yes |
| Certified Spanish Translation | No  |
| Case Duration (Year(s))       | 1   |

| Activity                                                                                                                                                                                        | Rate Type | Unit Cost | Volume | Amount   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|--------|----------|
| CASE STARTUP                                                                                                                                                                                    |           |           |        |          |
| Initial Setup - Import and Formatting of Data*                                                                                                                                                  | Hourly    | \$150.00  | 2      | \$300.00 |
| Programming of Class Database                                                                                                                                                                   | Hourly    | \$175.00  | 2      | \$350.00 |
| *ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour. |           |           |        |          |
| Subtotal                                                                                                                                                                                        |           |           |        | \$650.00 |

| PROJECT MANAGEMENT & NOTICING                                                       |           |            |   |            |
|-------------------------------------------------------------------------------------|-----------|------------|---|------------|
| Project Manager (Case notification and maintenance)                                 | Hourly    | \$120.00   | 3 | \$360.00   |
| Staff Hours for Processing Returned Mail                                            | Hourly    | \$70.00    | 2 | \$140.00   |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax | Hourly    | \$70.00    | 3 | \$210.00   |
| Report Processing                                                                   | Hourly    | \$70.00    | 3 | \$210.00   |
| NCOA                                                                                | Flat Rate | \$71.60    | 1 | \$71.60    |
| Toll Free Customer Service Representative                                           | Flat Fee  | \$75.00    | 1 | \$75.00    |
| Certified Spanish Translation                                                       | Flat Fee  | \$1,250.00 | 0 | \$0.00     |
| Weekly Reports                                                                      | Flat Rate | \$750.00   | 1 | Waived     |
| Subtotal                                                                            |           |            |   | \$1,066.60 |

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| NOTIFICATION/MAILING                         |           |          |     |          |
|----------------------------------------------|-----------|----------|-----|----------|
| Fulfillment of Notice, English only          | Per Piece | \$1.50   | 311 | \$466.50 |
| USPS First Class Postage                     | Per Piece | \$0.60   | 311 | \$186.60 |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.00   | 62  | \$124.40 |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$216.75 | 1   | \$216.75 |

**Subtotal \$994.25**

| DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)    |           |            |     |            |
|--------------------------------------------------------|-----------|------------|-----|------------|
| Distribution Setup & Management                        | Hourly    | \$150.00   | 3   | \$450.00   |
| Account Reconciliation & Distribution Reporting        | Hourly    | \$125.00   | 3   | \$375.00   |
| Check, Stub & Release - Print & Mail (W-2 and/or 1099) | Per Check | \$1.50     | 311 | \$466.50   |
| USPS First Class Postage                               | Per Piece | \$0.60     | 311 | \$186.60   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%) | Per Piece | \$2.00     | 31  | \$62.20    |
| Reminder Postcard, Includes Postage                    | Per Piece | \$1.00     | 109 | \$108.85   |
| Reminder Notice via Email and Social Media             | Flat Fee  | \$100.00   | 1   | \$100.00   |
| Preparation of Taxes                                   | Hourly    | \$120.00   | 10  | \$1,200.00 |
| Annual Filing of Tax Return                            | Per Year  | \$1,500.00 | 1   | \$1,500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$4,449.15**

| CASE CONCLUSION                                |          |          |   |          |
|------------------------------------------------|----------|----------|---|----------|
| Data Manager Final Reporting                   | Hourly   | \$100.00 | 2 | \$200.00 |
| Project Manager Final Reporting                | Hourly   | \$120.00 | 2 | \$240.00 |
| Process Uncashed Funds to the State Controller | Flat Fee | \$750.00 | 1 | \$750.00 |
| Declaration                                    | Hourly   | \$125.00 | 2 | \$250.00 |

**Subtotal \$1,440.00**

**Not to Exceed: \$8,600.00**

# Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.