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

CRISTINA GUILLEN, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

MIDWAY IMPORTING, INC.; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 25STCV07471

[Assigned for all purposes to the Hon. Samantha
 Jessner, Dept. 7]

CLASS AND REPRESENTATIVE ACTION

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

Complaint filed: March 14, 2025

FAC filed: May 14, 2025

Trial date: Not Set

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CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Cristina Guillen (“Plaintiff”) and Defendant Midway Importing, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or each individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means *Cristina Guillen v. Midway Importing, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV07471.

1.2. “Administrator” means APEX Class Action Administration (“APEX”), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. “Administration Expenses Payment” means the court-approved amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with seeking the Preliminary Approval Order, not to exceed \$15,000.00.

1.4. “Aggrieved Employee” means, for purposes of Settlement, all current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.

1.5. “Class” means, for purposes of Settlement, all current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.

1.6. “Class Counsel” means Kane Moon, Allen Feghali, Mariam Ghazaryan, and Mitchell H. Millet of Moon Law Group, PC.

1.7. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for payment of reasonable attorneys’ fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.8. “Class Counsel Litigation Costs Payment” means the court-approved amount allocated

to Class Counsel for reimbursement of actual litigation expenses incurred to prosecute the Action, not to exceed \$22,500.00.

1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including each individual’s full name, last-known mailing address, Social Security Number, dates of employment in California as a non-exempt employee, total Workweeks worked in California during the Class Period, and total PAGA Pay Periods worked during the PAGA Period.

1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “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.

1.12. “Class Notice” means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.

1.13. “Class Period” means, for purposes of Settlement, the period from March 14, 2021, through the date of the Court’s Preliminary Approval Order, or ninety (90) days after acceptance of the Mediator’s Proposal, whichever is sooner.

1.14. “Class Representative” means the named Plaintiff in the Action, Cristina Guillen, seeking Court approval to serve as the Class Representative.

1.15. “Class Representative Enhancement Award” means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named

Plaintiff, not to exceed \$7,500.00.

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

1.17. “Defendant” means Midway Importing, Inc., the named Defendant in the Action.

1.18. “Defense Counsel” means Susan T. Ye, Shestin R. Swartley, and Chad D. Greeson of Littler Mendelson, P.C.

1.19. “Effective Date” means the later of the following events: (i) five (5) calendar days after the final judgment by which a notice of appeal of the order granting final approval or the final judgment may be timely filed, and none is filed (i.e., sixty-five (65) days after the date of entry of the order granting final approval); or (ii) if a notice of appeal from the order granting final approval or the final judgment is filed, five (5) business days after the date on which the Superior Court’s order granting final approval or final judgment is finally affirmed or upheld without any further right of appeal by any party or third party and following the expiration of any such period for such further appeal that may be available.

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

1.21. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$352,500.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, except as provided in Section 8 below. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Class Representative Enhancement Award, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay all employer-share payroll taxes owed on the Wage Portion of the Individual Class Payments.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the

Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by each Participating Class Member during the Class Period.

1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

1.25. "Judgment" means the Judgment entered by the Court upon the Final Approval Order.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive the LWDA PAGA Payment.

1.27. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties, which is \$22,912.50.

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means Plaintiff's Second Amended Class and Representative Action Complaint to be filed by Plaintiff in the Action pursuant to Section 6.1 of this Agreement.

1.31. "PAGA" means the California Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.32. "PAGA Notice" means Plaintiff's March 8, 2025 Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant via certified mail and submitted to the LWDA via online submission, pursuant to California Labor Code section

2699.3(a)(1)(A). Plaintiff's assigned PAGA case number is LWDA-CM-1085007-25.

1.33. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

1.34. "PAGA Period" means, for purposes of Settlement, the period from March 8, 2024, through the date of the Court's Preliminary Approval Order, or ninety (90) days after acceptance of the Mediator's Proposal, whichever is sooner.

1.35. "PAGA Penalties" means \$35,250.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the Aggrieved Employees (\$12,337.50) and sixty-five percent (65%) to the LWDA (\$22,912.50).

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37. "Plaintiff" means Cristina Guillen, the named Plaintiff in the Action.

1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation section 1.468B-1, 26 CFR section 1.468B-1 *et seq.*, that is established by the Administrator.

1.40. "Released Class Claims" means the claims being released as described in Section 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Section 5.3 below.

1.42. "Released Parties" means Defendant Midway Importing, Inc., as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors,

officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendant Midway Importing, Inc.

1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the Class portion of the Settlement. Class Members and Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable shall have an additional ten (10) calendar days beyond the Response Deadline.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment. "Class Settlement" means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. "PAGA Settlement" means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.46. "Workweek" means any workweek during which a Participating Class Member worked for Defendant in California at least one day during the Class Period.

2. RECITALS.

2.1. On March 14, 2025, Plaintiff commenced the Action by filing a Class Action Complaint against Defendant alleging causes of action for: (1) Failure to Pay

1 Minimum Wages [Cal. Lab. Code sections 204, 1194, 1194.2, and 1197]; (2) Failure
2 to Pay Overtime Compensation [Cal. Lab. Code sections 1194 and 1198]; (3) Failure
3 to Provide Meal Periods [Cal. Lab. Code sections 226.7 and 512]; (4) Failure to
4 Authorize and Permit Rest Breaks [Cal. Lab. Code section 226.7]; (5) Failure to
5 Indemnify Necessary Business Expenses [Cal. Lab. Code section 2802]; (6) Failure
6 to Timely Pay Final Wages at Termination [Cal. Lab. Code sections 201-203]; (7)
7 Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code section 226];
8 and (8) Unfair Business Practices [Cal. Bus. & Prof. Code sections 17200, *et seq.*].

9 2.2. On March 8, 2025, pursuant to Labor Code section 2699.3(a)(1)(A), Plaintiff provided
10 written notice to the LWDA via online submission and to Defendant via certified mail
11 of the specific provisions of the Labor Code alleged to have been violated, including
12 the facts and theories to support such violations. The administrative exhaustion period
13 under PAGA expired without any notice from the LWDA of intent to investigate the
14 allegations.

15 2.3. On May 14, 2025, Plaintiff filed a First Amended Class and Representative Action
16 Complaint against Defendant, adding a cause of action for civil penalties under PAGA
17 (Cal. Lab. Code sections 2698, *et seq.*).

18 2.4. On February 10, 2026, the Parties participated in a mediation conducted by Doug R.
19 Leach, Esq., which led to this Agreement to settle the Action.

20 2.5. Prior to and in connection with the mediation, Defendant produced, and Plaintiff's
21 counsel reviewed, information sufficient to meaningfully evaluate the claims at issue
22 in the Action. The Parties' investigation and informal discovery included time and
23 pay data, information regarding Defendant's wage-and-hour policies and practices in
24 effect during the Class Period, and demographic data for Class Members. This
25 investigation and evaluation was sufficient to allow the Parties to reach the Settlement
26 set forth in this Agreement.

27 2.6. Pursuant to this Agreement, the Parties shall stipulate to the filing of a Second
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Amended Class and Representative Action Complaint and an amended PAGA notice to allege all of the claims covered by the Settlement. The Second Amended Complaint, once filed, shall constitute the Operative Complaint for purposes of this Agreement. The Parties agree that the previously filed Answer shall also apply as the operative responsive pleading to the Operative Complaint.

2.7. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant maintains that it has complied with all applicable federal and California laws in all respects. Nothing in this Agreement shall be construed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

2.8. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$352,500.00, subject to any increase under the escalator clause in Section 8 below, as the Gross Settlement Amount. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay all employer-share payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and

deduct the following payments from the Gross Settlement Amount, in amounts as approved by the Court and specified in the Final Approval Order:

3.2.1. To Plaintiff: A Class Representative Enhancement Award to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to any Individual Class Payment and Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. As part of the motion for Class Counsel Attorneys' Fees and Litigation Costs Payments, Plaintiff will seek Court approval of the Class Representative Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose a request for a Class Representative Enhancement Award that does not exceed this amount. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Enhancement Award using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on her Class Representative Enhancement Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated to be \$117,500.00, and a Class Counsel Litigation Costs Payment of not more than \$22,500.00. Plaintiff and/or Class Counsel will file a motion for Class Counsel Attorneys' Fees and Litigation Costs Payments no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves payments less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment or Class Counsel

1 Litigation Costs Payment. The Administrator shall pay the Class Counsel Fees
2 Payment and Class Counsel Litigation Costs Payment using one or more IRS
3 1099 Forms. Class Counsel assumes full responsibility and liability for any
4 taxes owed on the Class Counsel Fees Payment and the Class Counsel
5 Litigation Costs Payment, and holds Defendant harmless, and indemnifies
6 Defendant, from any dispute or controversy regarding any division or sharing
7 of any of these payments.

8 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
9 \$15,000.00, except for a showing of good cause and as approved by the Court.
10 To the extent actual expenses are less and/or the Court approves payment less
11 than the requested amount, the Administrator shall allocate the remainder to
12 the Net Settlement Amount.

13 3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be
14 calculated by the Administrator by (a) dividing the Net Settlement Amount by
15 the total number of Workweeks worked by all Participating Class Members
16 during the Class Period and (b) multiplying the result by the number of
17 Workweeks worked by each individual Participating Class Member.

18 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%)
19 of each Participating Class Member's Individual Class Payment shall
20 be allocated to settlement of wage claims (the "Wage Portion"). The
21 Wage Portion is subject to tax withholding and shall be reported on
22 IRS W-2 Forms by the Administrator. The remaining eighty percent
23 (80%) of each Participating Class Member's Individual Class Payment
24 shall be allocated to settlement of claims for penalties, liquidated
25 damages, and interest (the "Non-Wage Portion"). The Non-Wage
26 Portion is not subject to withholdings and shall be reported on IRS
27 1099 Forms by the Administrator. Participating Class Members
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1 assume full responsibility and liability for any employee taxes owed
2 on their Individual Class Payment.

3 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
4 Individual Class Payments. Non-Participating Class Members shall
5 not receive any Individual Class Payment. The Administrator shall
6 retain amounts equal to their Individual Class Payments in the Net
7 Settlement Amount for distribution to Participating Class Members on
8 a pro rata basis.

9 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount
10 of \$35,250.00 to be paid from the Gross Settlement Amount, allocated as
11 sixty-five percent (65%) (\$22,912.50) to the LWDA through the LWDA
12 PAGA Payment and thirty-five percent (35%) (\$12,337.50) to Aggrieved
13 Employees through Individual PAGA Payments.

14 3.2.5.1. The Administrator shall calculate each Individual PAGA Payment by
15 (a) dividing the amount of the Aggrieved Employees' thirty-five
16 percent (35%) share of PAGA Penalties (\$12,337.50) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees
18 during the PAGA Period and (b) multiplying the result by the number
19 of PAGA Pay Periods worked by each individual Aggrieved
20 Employee. Individual PAGA Payments shall be treated as one hundred
21 percent (100%) penalties for tax purposes. Aggrieved Employees
22 assume full responsibility and liability for any taxes owed on their
23 Individual PAGA Payment. Individual PAGA Payments are not
24 subject to withholdings and shall be reported on IRS 1099 Forms by
25 the Administrator.

26 3.2.5.2. If the Court approves an amount for PAGA Penalties less than the
27 amount requested, the Administrator shall allocate the remainder to
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the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member Count and Class Workweeks. Based on a review of Defendant's records, Defendant represented at mediation that there were approximately 103 Class Members who collectively worked a total of approximately 14,007 Workweeks during the Class Period.

4.2. Class Data. Not later than thirty (30) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall 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 employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within twenty-one (21) business days of the Effective Date, Defendant shall fund the Gross Settlement Amount and all employer-share payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator into a Qualified Settlement Fund established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class

1 Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class
2 Representative Enhancement Award. Disbursement of the Class Counsel Fees
3 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
4 Enhancement Award shall not precede disbursement of Individual Class Payments
5 and Individual PAGA Payments.

6 4.4.1. The Administrator shall issue checks for Individual Class Payments and/or
7 Individual PAGA Payments and send them via First Class United States Postal
8 Service (“USPS”) Mail with postage prepaid. Each check shall prominently
9 state on its face the date, not less than 180 days after the date of mailing, when
10 the check will be voided (the “Void Date”). The Administrator shall send
11 checks for Individual Class Payments to all Participating Class Members and
12 checks for Individual PAGA Payments to all Aggrieved Employees (including
13 Non-Participating Class Members who qualify as Aggrieved Employees),
14 including to those for whom the Class Notice was returned undelivered. The
15 Administrator may send Participating Class Members a single check
16 combining their Individual Class Payment and Individual PAGA Payment.
17 Before mailing any checks, the Administrator must update recipients’ mailing
18 addresses using the National Change of Address database.

19 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
20 Members whose checks are returned undelivered without a forwarding
21 address. Within seven (7) calendar days of receiving a returned check, the
22 Administrator must re-mail checks to the forwarding address provided by the
23 USPS or, if none was provided, to an updated address ascertained through the
24 Class Member Address Search. The Administrator need not take further steps
25 to deliver checks to Class Members whose re-mailed checks are returned as
26 undelivered a second time. The Administrator shall promptly send a
27 replacement check to any Class Member whose original check was lost or
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misplaced, or as requested by the Class Member prior to the Void Date.

4.4.3. Uncashed checks will be cancelled after the Void Date. The proceeds of any unclaimed funds and/or uncashed checks remaining after the Void Date will be redistributed to Participating Class Members on a pro rata basis, if feasible (i.e., the amount for redistribution exceeds the cost of redistribution). If the costs of redistribution are more than the amount to be redistributed, or any unclaimed amounts remain after redistribution, the Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class Members' funds to a suitable neutral cy pres beneficiary CASA of Los Angeles County, in compliance with the requirements of California Code of Civil Procedure section 384(b).

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

5. RELEASES OF CLAIMS.

5.1. Plaintiff's General Release. Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant, except for (a) Plaintiff's individual FEHA claims, including claims for disability discrimination, failure to engage in a good faith interactive process in violation of FEHA, failure to accommodate in violation of FEHA, retaliation in violation of FEHA, failure to prevent discrimination and retaliation in violation of FEHA, violation of the CFRA and retaliation in violation of the CFRA, and wrongful termination claims (the "Individual Action"); (b) claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time; (c) claims that are not releasable as a matter of law or public policy; and (d) claims arising after the date

1 Plaintiff signs this Agreement. Plaintiff acknowledges that Plaintiff may discover
2 facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff
3 now knows or believes to be true but agrees, nonetheless, that Plaintiff's General
4 Release shall be and remain effective in all respects, notwithstanding the existence of
5 such different and/or additional facts and/or law or Plaintiff's discovery of them.

6 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiff's General Release, Plaintiff expressly waives and
8 relinquishes the provisions, rights, and benefits, if any, of California Civil
9 Code section 1542, which reads:

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

16 This waiver is not a mere recital but is a knowing waiver of rights and benefits.

17 This is a bargained-for provision of the Settlement and is further consideration
18 for the covenants and conditions contained herein.

19 5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and
20 their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release the Released Parties from all claims,
22 debts, liabilities, demands, obligations, penalties, costs, expenses, attorneys' fees,
23 damages, and causes of action that were alleged, or that reasonably could have been
24 alleged, based on the facts alleged in the Operative Complaint, arising during the
25 Class Period, including without limitation: (1) any and all claims for unpaid wages
26 including minimum wages, overtime or double time, off-the-clock work, rounding,
27 and improper regular rate of pay; (2) failure to timely pay wages during employment
28 and at separation; (3) failure to provide meal periods or premium pay; (4) failure to
provide rest breaks or premium pay; (5) inaccurate wage statements; (6) failure to

maintain accurate records; (7) failure to reimburse necessary and reasonable business expenses; (8) improper sick pay or sick pay notice; (9) unpaid vacation at termination; (10) unfair business practices; (11) statutory waiting time penalties; (12) statutory penalties of any nature; (13) interest; (14) attorneys' fees and costs; and (15) any other claims arising from the allegation asserted in the Operative Complaint during the Class Period under the California Labor Code, California Industrial Welfare Commission Wage Orders, the California Code of Regulations, California Business and Professions Code sections 17200 *et seq.*, California common law, and the Fair Labor Standards Act (collectively, the "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or that reasonably could have been alleged, based on the facts alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, including any and all claims for unpaid wages including minimum wages, overtime or double time, off-the-clock work, rounding, and improper regular rate of pay (Lab. Code, §§ 226.7, 225.5, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198; the applicable Wage Order); failure to timely pay wages during employment and at separation (Lab. Code, §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 1194; the applicable Wage Order); failure to provide meal periods or premium pay (Lab. Code, §§ 226.7, 512, 558, 1198; the applicable Wage Order); failure to provide rest breaks or premium pay (Lab. Code, §§ 226.7, 512; the applicable Wage Order); inaccurate wage statements (Lab. Code, §§ 226,

226.3, 515; the applicable Wage Order); failure to maintain accurate records (Lab. Code, §§ 226, 1174, and 1174.5; the applicable Wage Order); unpaid vacation at termination (Lab. Code, § 227.3); failure to reimburse necessary and reasonable business expenses (Lab. Code, § 2802); improper sick pay or sick pay notice (Lab. Code, §§ 201, 202, 203, 245 *et seq.*; the applicable Wage Order); or premiums in connection with any of the preceding claims, as well as any other claims for PAGA penalties under the California Labor Code (collectively, the “Released PAGA Claims”). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

5.4. Date Releases Become Effective. The released claims described in Sections 5.1 through 5.3 above shall become effective upon entry of the Court’s Final Approval Order and Defendant’s full funding of the Gross Settlement Amount and all employer-share payroll taxes.

5.5. Settlement Check Legend. In addition to the Released PAGA Claims discussed above, to the extent required by law, the cashing of the settlement check by a Class Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims predicated under the Fair Labor Standards Act that could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Action. The Administrator shall include a legend on the settlement check stating: “By cashing this check, I am opting into the settlement in *Cristina Guillen v. Midway Importing, Inc.*, Superior Court of Los Angeles County, Case No. 25STCV07471, under the Fair Labor Standards Act, 29 U.S.C. section 216(b), and releasing the Released Claims described in the Settlement Agreement.”

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Second Amended Complaint and Amended PAGA Notice. Pursuant to the Parties’ Memorandum of Understanding, prior to filing a Motion for Preliminary Approval, the Parties shall cooperate in good faith to prepare and file (a) a Second Amended

1 Class and Representative Action Complaint, which will constitute the Operative
2 Complaint for purposes of this Agreement, and (b) an amended PAGA notice to the
3 LWDA. The Parties agree that the previously filed Answer shall serve as the operative
4 responsive pleading to the Operative Complaint. Plaintiff will timely submit the
5 Settlement Agreement and the Operative Complaint to the LWDA as required by
6 Labor Code section 2699(s).

7 6.2. Plaintiff's Responsibilities. Plaintiff shall prepare and file all documents necessary for
8 obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in
9 support of the motion for preliminary approval that includes an analysis of the
10 Settlement and a request for approval of the PAGA portion of the Settlement under
11 California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary
12 settlement approval and approving the proposed Class Notice; (iii) a signed
13 declaration from the Administrator attaching its bid for administering the Settlement
14 and attesting to its willingness to serve, competency, operative procedures for
15 protecting the security of Class Data, amounts of insurance coverage for any data
16 breach or defalcation of funds, all facts relevant to any actual or potential conflicts of
17 interest with Class Members, and the nature and extent of any financial relationship
18 with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed
19 declaration from Plaintiff confirming willingness and competency to serve as the
20 Class Representative, and disclosing all facts relevant to any actual or potential
21 conflicts of interest with Class Members and/or the Administrator; (v) a signed
22 declaration from Class Counsel attesting to competency to represent Class Members
23 and timely transmission to the LWDA of all necessary PAGA documents (PAGA
24 Notice [Lab. Code section 2699.3(a)], the Operative Complaint [Lab. Code section
25 2699(s)(1)], and this Agreement [Lab. Code section 2699(s)(2)]); and (vi) all other
26 facts relevant to any actual or potential conflicts of interest with Class Members
27 and/or the Administrator.
28

6.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator. Plaintiff's counsel shall prepare and file an unopposed motion for preliminary approval within sixty (60) days of receipt of a fully executed Long-Form Settlement Agreement, unless the Parties jointly stipulate to extend this deadline.

6.4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties, in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties shall jointly select a neutral third-party administrator to serve as the Administrator and shall verify that, as a condition of appointment, the Administrator 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 Parties and their respective 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 to state and federal tax authorities.

7.3. Notice to Class Members.

7.3.1. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the Class Data has been received
2 and state the number of Class Members, Aggrieved Employees, Workweeks,
3 and PAGA Pay Periods contained in the Class Data.

4 7.3.2. Using its best efforts to perform as soon as possible, and in no event later than
5 fourteen (14) calendar days after receiving the Class Data, the Administrator
6 shall send to all Class Members identified in the Class Data, via first-class
7 USPS mail with an accurate Spanish translation the Class Notice, in the form,
8 without material variation, attached hereto as **Exhibit A**. The Class Notice
9 shall prominently estimate the dollar amounts of any Individual Class
10 Payment and/or Individual PAGA Payment payable to the Class Member, and
11 the number of Workweeks and PAGA Pay Periods used to calculate these
12 amounts. Before mailing the Class Notice, the Administrator shall update
13 Class Member addresses using the National Change of Address database.

14 7.3.3. Not later than three (3) business days after the Administrator's receipt of any
15 Class Notice returned by the USPS as undelivered, the Administrator shall re-
16 mail the Class Notice using any forwarding address provided by the USPS. If
17 the USPS does not provide a forwarding address, the Administrator shall
18 conduct a Class Member Address Search and shall re-mail the Class Notice to
19 the most current address obtained. The Administrator has no obligation to
20 make further attempts to locate or send Class Notices to Class Members whose
21 Class Notice is returned as undelivered by the USPS a second time.

22 7.3.4. For all Class Members whose initial Class Notice is re-mailed, the deadline
23 for submitting Objection Forms, Workweek and/or PAGA Pay Period
24 challenges, and Request for Exclusion Forms shall be extended an additional
25 ten (10) calendar days beyond the forty-five (45) calendar days otherwise
26 provided in the Class Notice. The Administrator shall inform the Class
27 Member of the extended Response Deadline with the re-mailed Class Notice.
28

1 7.3.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
2 contacted by or otherwise discovers any persons who believe they should have
3 been included in the Class Data and should have received a Class Notice, the
4 Parties will expeditiously meet and confer in an effort to agree on whether to
5 include them as Class Members. If the Parties agree, such persons will be
6 Class Members entitled to the same rights as other Class Members, and the
7 Administrator will send, via email or overnight delivery, a Class Notice
8 requiring them to exercise options under this Agreement not later than
9 fourteen (14) calendar days after receipt of Class Notice, or the Response
10 Deadline, whichever date is later.

11 7.4. Requests for Exclusion (Opt-Outs).

12 7.4.1. Class Members who wish to exclude themselves from the Class Settlement
13 may opt out by sending the Administrator a Request for Exclusion, which
14 reasonably communicates the Class Member's desire to opt out and includes
15 the Class Member's full name, current mailing address, last four digits of their
16 Social Security Number, and identifies the Action as *Cristina Guillen v.*
17 *Midway Importing, Inc.* (Los Angeles County Case No. 25STCV07471). The
18 Request for Exclusion must be signed and dated by the Class Member or his
19 or her legal representative. To be timely, a Request for Exclusion must be
20 emailed or mailed, and transmitted or postmarked by the Response Deadline.

21 7.4.2. The Administrator shall accept any Request for Exclusion as valid if the
22 Administrator can reasonably ascertain the identity of the person as a Class
23 Member and the Class Member's desire to be excluded. If the Administrator
24 has reason to question the authenticity of a Request for Exclusion, the
25 Administrator may demand additional proof of the Class Member's identity.
26 The Administrator's determination shall be final and not appealable or
27 otherwise susceptible to challenge.
28

1 7.4.3. Every Class Member who does not submit a timely and valid Request for
2 Exclusion shall be deemed to be a Participating Class Member under this
3 Agreement, entitled to all benefits and bound by all terms and conditions of
4 the Settlement, including the Released Class Claims under Section 5.2 above,
5 regardless of whether the Participating Class Member actually receives the
6 Class Notice or objects to the Settlement.

7 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion
8 shall be deemed a Non-Participating Class Member and not entitled to an
9 Individual Class Payment or have the right to object to the class action
10 components of the Settlement.

11 7.4.5. Because future PAGA claims are subject to claim preclusion upon entry of the
12 Final Approval Order and Judgment, Non-Participating Class Members who
13 are Aggrieved Employees are subject to and bound by the Released PAGA
14 Claims identified in Section 5.3 above and shall receive an Individual PAGA
15 Payment.

16 7.5. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class
17 Member shall have the opportunity to challenge the number of Workweeks and
18 PAGA Pay Periods allocated to that Class Member as reported in the Class Notice.
19 The Class Member may challenge the allocation by communicating with the
20 Administrator. Any challenges must be emailed or mailed, and transmitted or
21 postmarked by the Response Deadline. The Administrator must encourage the
22 challenging Class Member to submit supporting documentation. In the absence of any
23 contrary documentation, the Administrator is entitled to presume that the Workweeks
24 and/or PAGA Pay Periods reported in the Class Notice are correct so long as they are
25 consistent with the Class Data. The Administrator's determination of each Class
26 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not
27 appealable or otherwise susceptible to challenge.
28

7.6. Objections to Settlement.

7.6.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class Representative Enhancement Award.

7.6.2. Participating Class Members may object by sending the Administrator a written Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number, and identifies the Action as *Cristina Guillen v. Midway Importing, Inc.* (Los Angeles County Case No. 25STCV07471). The written Objection must also be signed and dated by the Class Member or his or her legal representative. To be valid, the written Objection must be timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.6.3. In the alternative and/or in addition to submitting a written objection, Participating Class Members may appear, either personally or through hired counsel, in Court at the Final Approval Hearing to present verbal objections to the Settlement. It is not required that an objecting party, either personally or through counsel, appear at the Final Approval Hearing for any written Objection by that party to be considered.

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

7.7. Administrator Duties.

7.7.1. Website, Toll-Free Number and Email. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries, and use an internet website to post

1 information of interest to Class Members, including the date, time, and
2 location for the Final Approval Hearing and how to obtain copies of the
3 Settlement, motion for preliminary approval, the Preliminary Approval Order,
4 the Class Notice, motion for final approval, and the Final Approval Order and
5 Judgment.

6 7.7.2. Requests for Exclusion, Exclusion List, and Objections. The Administrator
7 shall promptly review, on a rolling basis, Requests for Exclusion and written
8 Objections to ascertain their validity and timeliness. No later than five (5)
9 business days after the Response Deadline, the Administrator shall email a list
10 to Class Counsel and Defense Counsel containing (a) the names of Class
11 Members who have submitted valid and timely Requests for Exclusion (the
12 “Exclusion List”) or written Objections; (b) the names of Class Members who
13 have submitted invalid and/or untimely Requests for Exclusion or written
14 Objections; and (c) copies of all Requests for Exclusion or written Objections
15 submitted (whether valid or invalid, timely or untimely) with Class Members’
16 address, Social Security Number, and any contact information redacted.

17 7.7.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written
18 reports to Class Counsel and Defense Counsel that, among other things, tally
19 the number of: Class Notices mailed, re-mailed, or returned undelivered;
20 Requests for Exclusion (whether valid or invalid, timely or untimely)
21 received; written Objections received (whether valid or invalid, timely or
22 untimely); challenges to Workweeks and/or PAGA Pay Periods received
23 and/or resolved; and checks mailed for Individual Class Payments and
24 Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must
25 include the Administrator’s assessment of Requests for Exclusion, written
26 Objections, and challenges to Workweek and/or PAGA Pay Periods.

27 7.7.4. Administrator’s Declaration. No later than fourteen (14) calendar days before
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the date by which Plaintiff is required to file the motion for final approval of the Settlement, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, without limitation, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the Response Deadline and any extended deadlines, the total number of Requests for Exclusion received (both valid and invalid, timely and untimely), and the number of Objection Forms received (both valid and invalid, timely and untimely). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.5. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator shall prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on Defendant's representation at mediation that, between March 14, 2021 and February 10, 2026, the Class Members worked an estimated 14,007 Workweeks during the Class Period. In the event the total Workweeks on the final class list are more than ten percent (10%) larger (i.e., exceed 15,408 Workweeks), then, at the option

of Defendant, Defendant shall either (a) increase the Gross Settlement Amount on a pro rata basis by the amount by which the actual Workweeks exceed 10% of the estimated count (i.e., if there was an 11% increase in the number of Workweeks, Defendant would increase the Gross Settlement Amount by 1%), or (b) elect to shorten the date for determining Class Membership such that the threshold is not exceeded (i.e., such that there is not an increase in the number of Workweeks of more than 10%). This election must be made prior to the hearing on Plaintiff's motion for preliminary approval, but not before Plaintiff files the moving papers for this motion.

9. DEFENDANT'S RIGHT TO WITHDRAW.

In the event that the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the total number of Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must exercise this right within ten (10) calendar days after the Administrator notifies the Parties of the total number of valid Requests for Exclusion received. In the event Defendant voids the Settlement, Defendant shall be solely responsible for the costs of administration incurred up to the date Defendant provides notice of withdrawal.

10. MOTION FOR FINAL APPROVAL.

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. Class Counsel and Defense Counsel will expeditiously meet and confer, in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for final approval. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the

1 Administrator and to the LWDA.

2 10.2. Response to Objections. Each Party retains the right to respond to any Objection raised
3 by a Participating Class Member, including the right to file responsive documents in
4 Court no later than five (5) court days prior to the Final Approval Hearing, or as
5 otherwise ordered or accepted by the Court.

6 10.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the
7 Court conditions approval on any material change to the Settlement, the Parties agree
8 to expeditiously work together, and in good faith, to modify the terms of the
9 Settlement and/or otherwise address the Court's concerns. The Court's decision to
10 award less than the amounts requested for the Class Representative Enhancement
11 Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or
12 Administration Expenses Payment shall not constitute a material modification to the
13 Agreement within the meaning of this Paragraph.

14 10.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this
15 Agreement will be final, binding, and enforceable pursuant to California Code of
16 Civil Procedure section 664.6. The Parties further agree that the Superior Court of the
17 State of California, County of Los Angeles, will have continuing jurisdiction over the
18 Parties, the Action, this Agreement, and the Settlement, including following any entry
19 of Judgment for purposes of enforcement, interpretation, settlement administration,
20 and any post-Judgment issues that arise.

21 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a
23 material modification of this Agreement (including, but not limited to, the scope of
24 release to be granted by Class Members), this Agreement shall be null and void. The
25 Parties shall nevertheless expeditiously work together, and in good faith, to address
26 the appellate court's concerns and to obtain final approval of the Settlement and entry
27 of Judgment, sharing, on a 50/50 basis, any additional administration expenses
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1 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
2 modify the Court's award of the Class Representative Enhancement Award or any
3 payments to Class Counsel shall not constitute a material modification of Judgment
4 within the meaning of this Paragraph, so long as the Gross Settlement Amount is not
5 reduced.

6 10.6. Amended Judgment. If any amended judgment is required under California Code of
7 Civil Procedure section 384, the Parties will work together, and in good faith, to
8 jointly prepare and submit a proposed amended judgment.

9 **11. ADDITIONAL PROVISIONS.**

10 11.1. No Admission of Liability, Class Certification, or Representative Manageability for
11 Other Purposes. This Settlement represents a compromise and settlement of highly
12 disputed claims. Nothing in this Agreement is intended or should be construed as an
13 admission by Defendant that any of the allegations in the Action, Operative
14 Complaint, or PAGA Notice have merit or that Defendant has any liability for any
15 claims asserted; nor should it be intended or construed as an admission by Plaintiff
16 that Defendant's affirmative defenses in the Action have any merit. The Parties agree
17 that class certification and representative treatment is for purposes of this Settlement
18 only. If, for any reason, the Court does not grant preliminary and/or final approval of
19 the Settlement, or enter Judgment, Defendant reserves the right to contest certification
20 of any class for any reason and reserves all available defenses to the claims in the
21 Action, and Plaintiff reserves the right to move for class certification on any grounds
22 available and to contest Defendant's affirmative defenses. The Settlement, this
23 Agreement, and the Parties' willingness to settle the Action will have no bearing on,
24 and will not be admissible in connection with, any litigation (except for proceedings
25 to enforce or effectuate the Settlement and this Agreement).

26 11.2. No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement
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1 or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph
2 shall be construed to restrict Class Counsel's ability to communicate with Class
3 Members in accordance with any ethical and fiduciary obligations owed to Class
4 Members.

5 11.3. Confidentiality. The Parties agree to keep the Settlement Agreement confidential until
6 it is filed with the Court. Plaintiff and Class Counsel agree to limit their statements
7 regarding the terms of the Settlement, whether oral, written, or electronic, to say that
8 the class action has been resolved and that Plaintiff and Class Counsel are satisfied
9 with the Settlement terms. This Agreement shall not be advertised or mentioned on
10 any source, including Plaintiff's Counsel's personal or firm website, until after the
11 filing with the Court. Nothing in this Section is intended to prohibit: (i) Plaintiff from
12 disclosing the Settlement with her immediate family members, attorneys, tax
13 advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to
14 tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and
15 fiduciary duties owed to Plaintiff or other Class Members; or (iv) Class Counsel from
16 making a limited disclosure to the Court and the LWDA for purposes of obtaining
17 settlement approval or enforcing the Settlement.

18 11.4. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
19 Agreement, together with its attached Exhibits, shall constitute the entire agreement
20 between the Parties relating to the alleged class and PAGA claims in the Action,
21 superseding any and all oral representations, warranties, covenants, or inducements
22 made to or by any Party.

23 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
25 appropriate action required or permitted to be taken by such Parties pursuant to the
26 Settlement to effectuate its terms, and to execute any other documents reasonably
27 required to effectuate the terms of Settlement, including any amendments to this
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1 Agreement.

2 11.6. Cooperation. The Parties and their respective counsel will cooperate with each other
3 and use their best efforts, and in good faith, to implement the Settlement by, among
4 other things, modifying this Agreement and/or submitting supplemental evidence and
5 supplemental points and authorities as requested by the Court. In the event the Parties
6 are unable to agree upon the form or content of any document necessary to implement
7 the Settlement, or on any modification of the Agreement that may become necessary
8 to implement the Settlement, the Parties will seek the assistance of Doug R. Leach,
9 Esq., or another mutually agreeable mediator, and/or the Court for resolution. The
10 Parties will split the costs of the mediator for any such time incurred in reaching such
11 resolution, and all Parties will bear their own attorneys' fees and other costs and
12 expenses incurred.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not,
14 directly or indirectly, assigned, transferred, encumbered, or purported to assign,
15 transfer, or encumber to any person or entity any portion of any liability, claim,
16 demand, action, cause of action, or right released and discharged by the Parties in this
17 Settlement.

18 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
19 providing any advice regarding taxes or taxability, nor shall anything in this
20 Settlement be relied upon as such within the meaning of United States Treasury
21 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

22 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
23 modified, changed, or waived only by an express written instrument signed by all
24 Parties and their legal representatives, and as approved by the Court.

25 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
26 to the benefit of, the successors of each of the Parties.

27 11.11. Applicable Law. The Parties agree that this Agreement will be governed by and
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1 interpreted according to the laws of the State of California, without regard to conflict
2 of law principles.

3 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
4 of this Agreement, and therefore, the Agreement will not be construed against any
5 Party on the basis that the Party was a drafter and participated in the preparation of
6 this Agreement.

7 11.13. Confidentiality of Class Data. To the extent permitted by law, all agreements made
8 and orders entered during the Action and in this Agreement relating to the
9 confidentiality of information shall survive the execution of this Agreement.

10 11.14. Use of Class Data. Information provided to Class Counsel pursuant to California
11 Evidence Code section 1152 and all copies and summaries of the Class Data provided
12 to Class Counsel by Defendant or Defense Counsel in connection with the mediation,
13 other settlement negotiations, or in connection with the Settlement may be used only
14 with respect to the Action and the Settlement, and for no other purpose, and may not
15 be used in any way that violates any existing contractual agreement, statute, or rule
16 of court. Not later than ninety (90) days after the date when the Court discharges the
17 Administrator's obligation to provide a Declaration confirming the final payout of all
18 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class
19 Data received from Defendant unless, prior to the Court's discharge of the
20 Administrator's obligation, Defendant makes a written request to Class Counsel for
21 the return, rather than the destruction, of Class Data.

22 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
23 inserted for convenience of reference only and does not constitute a part of this
24 Agreement.

25 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement
27 falls on a weekend or legal court holiday, such date or deadline shall be on the first
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business day thereafter.

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

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 Mariam Ghazaryan | E-mail: mghazaryan@moonlawgroup.com
 Mitchell H. Millet | E-mail: mmillet@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, Suite 3100
 Los Angeles, California 90017

To Defendant:

Susan T. Ye | E-mail: sye@littler.com
 Shestin R. Swartley | E-mail: sswartley@littler.com
LITTLER MENDELSON, P.C.
 50 W. San Fernando Street, 7th Floor
 San Jose, California 95113.2431

Chad D. Greeson | E-mail: cgreeson@littler.com
LITTLER MENDELSON, P.C.
 1255 Treat Blvd., Suite 600
 Walnut Creek, California 94597

11.18. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

11.19. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based upon their independent assessment of the mutual risks regarding the

1 strengths and weaknesses of the claims and the inherent costs and delay that would
2 be involved in continued litigation.

3 11.20. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe
4 this Settlement is a fair, adequate, and reasonable settlement of the Action and have
5 arrived at this Agreement after arm's-length negotiations and in the context of
6 adversarial litigation, taking into account all relevant factors, present and potential.
7 The Parties further acknowledge that they are each represented by competent counsel
8 and that they have had an opportunity to consult with their counsel regarding the
9 fairness and reasonableness of this Settlement.

10 11.21. Execution in Counterparts. This Agreement may be executed in one or more
11 counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this
12 Agreement shall be accepted as an original. All executed counterparts and each of
13 them will be deemed to be one and the same instrument if counsel for the Parties
14 exchange between themselves signed counterparts. Any executed counterpart will be
15 admissible in evidence to prove the existence and contents of this Agreement.

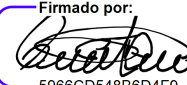
16 11.22. Stay of Litigation. The Parties agree to stay the Action as of the date of full execution
17 of this Agreement, except for allowing the filing of the motions for approval. Pursuant
18 to California Code of Civil Procedure section 583.330, the Parties further agree that
19 the date to bring a case to trial under California Code of Civil Procedure section
20 583.310 will be extended for the duration of the settlement approval process.

21 11.23. Binding Agreement. The Parties warrant that they understand and have full authority
22 to enter into this Settlement, intend that this Agreement will be fully enforceable and
23 binding on all Parties, and agree that it will be admissible and subject to disclosure in
24 any proceeding to enforce its terms. This Agreement shall become binding and
25 enforceable pursuant to California Code of Civil Procedure section 664.6. Plaintiff,
26 and not her representative(s), must personally execute this Agreement. An authorized
27 officer of Defendant must execute this Agreement on behalf of Defendant.
28

Plaintiff and Class Representative:

Dated: 6/30/2026

By: _____

Firmado por:

5966CD548B6D4F9...

Cristina Guillen

Plaintiff's Counsel:

MOON LAW GROUP, PC

Dated: 6/30/2026

By: _____



Kane Moon

Allen Feghali

Mariam Ghazaryan

Mitchell H. Millet

Attorneys for Plaintiff Cristina Guillen

Defendant and Defendant's Representative:

Dated: _____

By: _____

Tommy Schifanella

Title: Chief Financial and Operating Officer

On behalf of Defendant, Midway Importing, Inc.

Defendant's Counsel:

LITTLER MENDELSON, P.C.

Dated: _____

By: _____

Susan T. Ye

Shestin R. Swartley

Chad D. Greeson

Attorneys for Defendant Midway Importing, Inc.

1 **Plaintiff and Class Representative:**

2
3 Dated: _____ By: _____
4 Cristina Guillen

5 **Plaintiff's Counsel:**

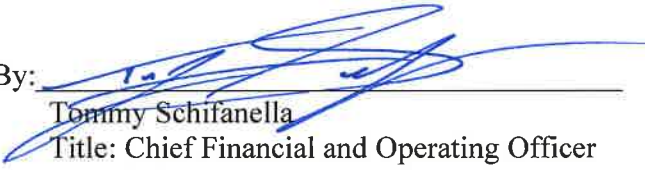
6 **MOON LAW GROUP, PC**

7 Dated: _____

8 By: _____
9 Kane Moon
10 Allen Feghali
11 Mariam Ghazaryan
12 Mitchell H. Millet
13 *Attorneys for Plaintiff Cristina Guillen*

13 **Defendant and Defendant's Representative:**

14 Dated: 06/26/26

15
16 By: 
17 Tommy Schifanella
18 Title: Chief Financial and Operating Officer
19 *On behalf of Defendant, Midway Importing, Inc.*

20 **Defendant's Counsel:**

21 **LITTLER MENDELSON, P.C.**

22 Dated: 06/26/2026

23
24 By: 
25 Susan T. Ye
26 Shestin R. Swartley
27 Chad D. Greeson
28 *Attorneys for Defendant Midway Importing, Inc.*

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Cristina Guillen v. Midway Importing, Inc.*, Los Angeles County Superior Court, Case No. 25STCV07471 ("Action"), Plaintiff Cristina Guillen ("Plaintiff") alleges Defendant Midway Importing, Inc. ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former hourly, non-exempt employees of Defendant in California employed from March 14, 2021, through [CLASS PERIOD END DATE] ("Class Period").

"Aggrieved Employees" means all current and former hourly, non-exempt employees of Defendant in California employed from March 8, 2024, through [PAGA PERIOD END DATE] ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT

Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This

Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff filed this Action on March 14, 2025, in the Superior Court of the State of California, County of Los Angeles. Plaintiff filed a First Amended Class and Representative Action Complaint on May 14, 2025. Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to authorize and permit Class Members compliant rest breaks or pay compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$352,500.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$30,000.00 for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to Class Representative Cristina Guillen for her services in support of the Action and General Release;
- PAGA Penalties in the amount of \$35,250.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$22,500.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and

- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount (i.e., up to \$117,500.00) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$[REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount. Class Members will not need to submit claim forms to receive their payments.

Individual PAGA Payment: A total of Thirty-Five Thousand Two Hundred Fifty Dollars (\$35,250.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$22,912.50) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) (\$12,337.50) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$[REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Cristina Guillen v. Midway Importing, Inc.*, Los Angeles County Superior Court, Case No. 25STCV07471); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[ADMINISTRATOR NAME]

[ADDRESS]

[ADDRESS]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. The Class Representative Service Payment will be treated as taxable income and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer payroll taxes in connection with the portion of the Settlement allocated toward wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall redistribute the funds to Class Members if economically feasible, or otherwise transmit the funds to a suitable neutral cy pres beneficiary selected by the parties. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Midway Importing, Inc., as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendant Midway Importing, Inc.

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorneys' fees, damages, and causes of action that were alleged, or that reasonably could have been alleged, based on the facts alleged in the Operative Complaint, arising during the Class Period, including without limitation: (1) any and all claims for unpaid wages including minimum wages, overtime or double time, off-the-clock work, rounding, and improper regular rate of pay; (2) failure to timely pay wages during employment and at separation; (3) failure to provide meal periods or premium pay; (4) failure to provide rest breaks or premium pay; (5) inaccurate wage statements; (6) failure to maintain accurate records; (7) failure to reimburse necessary and reasonable business expenses; (8) improper sick pay or sick pay notice; (9) unpaid vacation at termination; (10) unfair business practices; (11) statutory waiting time penalties; (12) statutory penalties of any nature; (13) interest; (14) attorneys' fees and costs; and (15) any other claims arising from the allegation asserted in the Operative Complaint during the Class Period under the California Labor Code, California Industrial Welfare Commission Wage Orders, the California Code of Regulations,

California Business and Professions Code sections 17200 *et seq.*, California common law, and the Fair Labor Standards Act (collectively, the “Released Class Claims”). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

By cashing their settlement checks, Participating Class Members also opt into the settlement under the Fair Labor Standards Act, 29 U.S.C. section 216(b), and release the Released Claims as described in the Settlement Agreement with respect to any FLSA claims.

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period. The Released Class Claims also expressly exclude Plaintiff's individual FEHA claims, including claims for disability discrimination, failure to engage in a good faith interactive process, failure to accommodate, retaliation, failure to prevent discrimination and retaliation, violation of the California Family Rights Act, and wrongful termination.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Released PAGA Claims. Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or that reasonably could have been alleged, based on the facts alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, the “Released PAGA Claims”). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Cristina Guillen v. Midway Importing, Inc.*, Los Angeles County Superior Court, Case No. 25STCV07471); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **Response Deadline**. The postmark date will be the exclusive

means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Cristina Guillen v. Midway Importing, Inc.*, Los Angeles County Superior Court, Case No. 25STCV07471); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **Response Deadline**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on **DATE** at **TIME** a.m./p.m. in the Superior Court of the State of California, County of Los Angeles, Department 7, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **ADMINISTRATOR WEBSITE**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
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Mitchell H. Millet (SBN 356250)

Attorneys for Defendant:

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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [\[ADMINISTRATOR WEBSITE\]](#), or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Cristina Guillen v. Midway Importing, Inc.*, Los Angeles County Superior Court, Case No. 25STCV07471.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

Date

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[ADMINISTRATOR NAME]

[ADDRESS]

[ADDRESS]

[PHONE] | [EMAIL]