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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 SHEYNNIAH WALKER, as an individual, on
behalf of herself and all persons similarly
11 situated,

12 Plaintiff,

13 v.

14 JUNESHINE, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

15 Defendants.
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Case No.: 25CU020896C

[Assigned for all purposes to the Honorable Blaine
K. Bowman, Department C-74]

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF PLAINTIFF
SHEYNNIAH WALKER'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

[IMAGED FILE]

Date: February 20, 2026
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Blaine K. Bowman

[Filed concurrently with the Notice of Motion,
Declarations of Nathan J. Reese, Sheyniah Walker,
and Sean Hartranft, and [Proposed] Order]

Complaint Filed: April 16, 2025
Trial Date: None set

TABLE OF CONTENTS

		Page
1		
2		
3	I. INTRODUCTION	7
4	II. PROCEDURAL AND FACTUAL BACKGROUND.....	7
5	A. PLAINTIFF’S CLAIMS AND RELEVANT BACKGROUND	7
6	B. INVESTIGATION AND EVALUATION OF THE CLAIMS	8
7	C. MEDIATION AND SETTLEMENT EFFORTS	8
8	III. THE TERMS OF THE PROPOSED SETTLEMENT	9
9	A. SETTLEMENT CLASS MEMBERS AND PAGA EMPLOYEES	9
10	B. GROSS SETTLEMENT AMOUNT, ALLOCATION, AND FUNDING TIMELINE.....	9
11	C. NET FUNDS AVAILABLE TO CLASS MEMBERS AND UNCLAIMED FUNDS	10
12	D. RELEASE FOR PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES	11
13	IV. PROVISIONAL CERTIFICATION IS APPROPRIATE	11
14	A. THERE IS A NUMEROUS AND ASCERTAINABLE CLASS	11
15	B. THERE IS A WELL-DEFINED COMMUNITY OF INTEREST	12
16	1. Common Questions Of Law And Fact Predominate	12
17	2. Plaintiff’s Claims Are Typical Of Class Members’ Claims	13
18	3. The Adequacy Requirement is Met	13
19	V. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE	14
20	A. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE NEGOTIATIONS OVERSEEN BY AN EXPERIENCED MEDIATOR.....	14
21	B. THE EXTENT OF THE INFORMATION PROVIDED THROUGH DISCOVERY AND THE STAGE OF THE PROCEEDINGS SUPPORT THE SETTLEMENT.....	15
22	C. CLASS COUNSEL IS HIGHLY EXPERIENCED IN SIMILAR LITIGATION.....	15
23	D. THE SETTLEMENT IS FAIR AND REASONABLE BASED ON THE STRENGTHS OF PLAINTIFF’S CASE AND THE RISKS AND COSTS OF FURTHER LITIGATION.....	16
24	1. The Settlement Provides Relief to Class Members in Light of the Significant Risks and Expense of Further Investigation.....	17
25	2. The Amount Offered in Settlement Given the Estimated Value of the Claims Favors Preliminary Approval of the Settlement	18
26		
27		
28		

1	E.	THE PAGA SETTLEMENT SHOULD BE APPROVED	19
2	F.	THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE.....	19
3	G.	THE REQUESTED ATTORNEYS’ FEES AND EXPENSES ARE FAIR AND REASONABLE	20
4	VI.	THE PROPOSED CLASS NOTICE PROCEDURE SATISFIES DUE PROCESS	21
5	VII.	CONCLUSION.....	22

TABLE OF AUTHORITIES

Page(s)

Cases

<i>Amchem Products, Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	11
<i>Apple Computer, Inc. v. Super. Ct.</i> , 126 Cal. App. 4th 1253 (2005)	21
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal. App. 4th 715 (2004)	19, 21
<i>Carter v. City of Los Angeles</i> , 224 Cal. App. 4th 808 (2014)	11
<i>In re Cellphone Termination Cases</i> , 186 Cal. App. 4th 1380 (2010)	19
<i>Clark v. American Residential Services, LLC</i> , 175 Cal. App. 4th 608 (2009)	20
<i>Clark v. American Residential Services LLC</i> , 175 Cal. App. 4th 785 (2009)	14, 16
<i>Clothesrigger, Inc. v. GTE Corp.</i> , 191 Cal. App. 3d 605 (1987)	12, 13
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996)	11, 12, 14
<i>Glass v. UBS Fin. Servs.</i> , 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 26, 2007)	20
<i>Hogya v. Super. Ct.</i> , 75 Cal. App. 3d 122 (1977)	12
<i>Hopson v. Hanesbrands, Inc.</i> , 2009 WL 928133 (N.D. Cal. Apr. 3, 2009)	19
<i>Hypolite v. Carleson</i> , 52 Cal. App. 3d 566 (1975)	12
<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942 (S.D. Cal. Oct. 13, 2011)	19
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116 (2008)	14, 16

1	<i>Laffitte v. Robert Half International, Inc.</i> ,	
2	1 Cal. 5th 480 (2016)	20
3	<i>Lazar v. Hertz Corp.</i> ,	
4	143 Cal. App. 3d 128 (1983)	12
5	<i>Linney v. Cellular Alaska Partnership</i> ,	
6	151 F. 3d 1234 (9th Cir. 1998)	16
7	<i>McGhee v. Crocker-Citizens Nat. Bank</i> ,	
8	60 Cal. App. 3d 442 (1976)	13
9	<i>McKenzie v. Fed. Express Corp.</i> ,	
10	2012 WL 12882124 (C.D. Cal. Jan. 23, 2012)	19
11	<i>Medraza v. Honda of North Hollywood</i> ,	
12	166 Cal. App. 4th 89 (2008)	13
13	<i>Nordstrom Commission Cases</i> ,	
14	186 Cal. App. 4th 576 (2010)	19
15	<i>Phillips Petroleum Co. v. Shutts</i> ,	
16	472 U.S. 797 (1985).....	21
17	<i>Rebney v. Wells Fargo Bank</i> ,	
18	220 Cal. App. 3d 1117 (1990)	16
19	<i>Reyes v. San Diego Cnty. Bd. of Supervisors</i> ,	
20	196 Cal. App. 3d 1263 (1987)	12
21	<i>Richmond v. Dart Indus., Inc.</i> ,	
22	29 Cal. 3d 462 (1981)	12
23	<i>Ryan v. Cal. Interscholastic Fed'n – San Diego Section</i> ,	
24	94 Cal. App. 4th 1048 (2001). Notice.....	21
25	<i>In re Sutter Health Uninsured Pricing Cases</i> ,	
26	171 Cal. App. 4th 495 (2009)	21
27	<i>Vasquez v. Superior Court</i> ,	
28	4 Cal. 3d 800 (1971)	11
	<i>Wershba v. Apple Computer. Inc.</i> ,	
	91 Cal. App. 4th 224 (2001)	14, 16
	<i>West v. Circle K Stores, Inc.</i> ,	
	2006 U.S. Dist. LEXIS 76558 (E.D. Cal. Oct. 19, 2006)	19

Statutes

California Code of Civil Procedure section 382 9, 12, 22

California Code of Civil Procedure section 384(b) 10

California Labor Code section 218.5 20

California Labor Code section 2698 *et seq.* (“PAGA”)..... *passim*

Other Authorities

California Rule of Court 3.769 9, 14

California Rule of Court 3.769(c).....22

California Rule of Court 3.769(f) 21

Manual for Complex Litigation section 21.62 n. 971 19

Newberg on Class Actions, section 11:25 (4th ed. 2002) 14

Newberg on Class Actions sections 13:16-13:18 (5th ed. 2011-2017).....11

Newberg on Class Actions section 13:53 (5th ed. 2011-2017).....15

Pearl, *California Attorney Fee Awards* section 5.19 (CEB 3d ed. 2010) 21

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sheyniah Walker (“Plaintiff”) seeks preliminary approval of a \$325,000, plus employer-
4 side payroll taxes, non-reversionary settlement of a class action and Private Attorney General Act
5 (“PAGA”) Settlement with Defendant Juneshine, Inc. (“Defendant”).

6 The Settlement, which his outlined in the Class Action and PAGA Action Settlement Agreement
7 (Settlement Agreement”)¹ is the product of hard-fought and arm’s length negotiations following a full day
8 of private mediation before well-respected and highly experienced mediator Lynn Frank, Esq. The
9 Settlement is strongly supported by experienced counsel, who carefully considered the strength of the
10 claims and Defendant’s potential defenses, as well as the expense, complexity, risks, and likely duration
11 of continued litigation. The Settlement will provide significant monetary recovery and the best possible
12 result to the approximately 201 non-exempt employees represented in this action. Therefore, the
13 Settlement merits preliminary approval.

14 **II. PROCEDURAL AND FACTUAL BACKGROUND**

15 **A. PLAINTIFF’S CLAIMS AND RELEVANT BACKGROUND**

16 Defendant is a beverage manufacturer that is headquartered in San Diego, California and brews
17 and packages its hard kombuchas, non-alcoholic kombuchas, and canned cocktails for distribution and
18 sale. Declaration of Nathan J. Reese (“Reese Decl.”) ¶ 12. Plaintiff was employed by Defendant as a
19 nonexempt Packaging Technician in the Brewing Department, from approximately August 2020 to June
20 2022. *Id.* at ¶ 11. Plaintiff contends that during the course of her employment Defendant failed to pay her
21 and other non-exempt employees all wages owed to them, including regular and overtime wages, failed
22 provide uninterrupted, off-duty meal and rest periods, failed to timely pay all wages due and owed upon
23 separation of employment, failed furnish accurate itemized wage statements, and failed to reimburse
24 necessary business expenses. *Id.* at ¶ 13.

25 On March 7, 2025, Plaintiff provided written notice to the California Labor and Workforce
26 Development Agency (“LWDA”) and Defendant, notifying them of Defendant’s alleged violations of the

27 _____
28 ¹ To the extent the terms used in this declaration are defined in the Settlement Agreement, the defined
terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 California Labor Code (“Labor Code”) and Industrial Welfare Commission (“IWC”) Wage Orders, as well
2 as of her intent to assert the rights granted to her under PAGA. *Id.* at ¶ 14. On April 16, 2025, Plaintiff
3 commenced this action by filing a class action complaint against Defendant in San Diego County Superior
4 Court. *Id.* at ¶ 15. After the 65-day waiting period, Plaintiff filed a First Amended Complaint adding
5 claims under the PAGA, the operative complaint, on June 9, 2025. *Id.*

6 **B. INVESTIGATION AND EVALUATION OF THE CLAIMS**

7 Prior to filing the lawsuit, Class Counsel investigated the facts and legal claims raised by this
8 action, and the applicable law thereto. *Id.* at ¶ 18. This required, among other things, conferring with
9 Plaintiff regarding her claims, reviewing Plaintiff’s personnel file, analyzing Plaintiff’s timekeeping and
10 payroll records, obtaining alternative workweek election documents through a public records request, and
11 interviewing other putative Class Members. *Id.* After conducting their initial investigation, Class Counsel
12 determined that Plaintiff’s claims were well suited for class adjudication based on what appeared to be a
13 common course of conduct affecting a similarly situated group of non-exempt employees. *Id.*

14 Shortly after Defendant was served, Defendant claimed that it would be unable to pay a significant
15 class judgment or large settlement. *Id.* at ¶ 19. The parties agreed that given the relatively small class size,
16 the cost of litigating the case would quickly exceed the value of the claims. *Id.* As such, the parties agreed
17 to participate in early mediation to explore the possibility of resolving the claims before incurring
18 excessive litigation costs. *Id.*

19 Prior to mediation, Class Counsel obtained, through informal discovery, class member payroll and
20 timekeeping records, various data points including the number of putative Class Members and aggrieved
21 employees, the number of workweeks and pay periods, as well as information and documentation
22 regarding Defendant’s inability to pay defense. *Id.* at ¶ 20. Defendant also provided Class Counsel with
23 access to their financial records. *Id.* at ¶ 23.

24 **C. MEDIATION AND SETTLEMENT EFFORTS**

25 On September 11, 2025, the parties participated in a full-day mediation with Lynn Frank, Esq., a
26 highly respected and experienced mediator. *Id.* at ¶ 23. During mediation, the parties discussed all aspects
27 of the case, including the relative strengths and weaknesses of Plaintiff’s claims, the risks and delays
28 further litigation would present, the current state of the law as it related to Plaintiff’s claims, and

1 Defendant's current financial situation. *Id.* at ¶ 23. Defendant also made their Chief Financial Officer
2 available for questioning. *Id.* Lynn Frank's role in mediating this case was extremely helpful in managing
3 the parties' expectations and providing a useful and neutral analysis of the issues and risks to both parties.
4 *Id.* at ¶ 25. The parties ultimately agreed to resolve the claims for a total of \$325,000, plus employer-side
5 payroll taxes. *Id.* at ¶ 24.

6 **III. THE TERMS OF THE PROPOSED SETTLEMENT**

7 Subject to Court approval, and pursuant to Code of Civil Procedure section 382 and California
8 Rules of Court, rule 3.769 et seq., the parties have agreed to settle the claims in the operative complaint
9 upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of
10 which is attached as Exhibit 1 to the Declaration of Nathan J. Reese and is incorporated herein by reference
11 in its entirety. The following is a summary of the principal terms of the Settlement Agreement.

12 **A. SETTLEMENT CLASS MEMBERS AND PAGA EMPLOYEES**

13 The Settlement Class is defined as all persons who were classified as non-exempt and performed
14 work for Juneshine, Inc. in California who were directly employed by Juneshine, Inc., during the period
15 of April 16, 2021, through and including December 10, 2025. Settlement Agreement § 1.6. The Waiting
16 Time Sub-Class is defined as all Class Members who separated from their employment at any time during
17 the Class Period. *Id.* at § 1.45.

18 In addition, the Settlement Agreement defines PAGA Employees as all persons who were
19 classified as non-exempt and performed work for Juneshine, Inc., in California, who were directly
20 employed by Defendant during the period of April 5, 2024, through and including December 10, 2025. *Id.*
21 at § 1.32.

22 **B. GROSS SETTLEMENT AMOUNT, ALLOCATION, AND FUNDING TIMELINE**

23 The non-revisionary Gross Settlement Amount is \$325,000, plus employer-side payroll taxes that
24 Defendant has agreed to pay to settle the claims asserted in the operative complaint. *Id.* at § 3.1. In addition
25 to the Individual Class Payments to Participating Class Members for their portion of the Net Settlement
26 Amount, the Gross Settlement Amount includes: (1) Class Representative Service Payment to Plaintiff of
27 up to \$5,000; (2) Class Counsel's Fee Payment of up to \$113,750 (35-percent of the Gross Settlement
28 Amount); (3) Class Counsel Litigation Costs Payment of up to \$16,000; (4) Administration Costs of up

1 to \$7,000; and (5) a PAGA Payment of \$15,000, with 65-percent (or \$9,750) allocated to the LWDA
2 Payment and 35-percent (or \$5,250) allocated to the Individual PAGA Payments for PAGA Employees.
3 *Id.* at §§ 3.2.1-3.2.5. Defendant will separately pay the applicable employer-side taxes owed on the wage
4 portions of the Individual Class Payments. *Id.* at § 3.1.

5 The Gross Settlement Amount will be funded as follows: a first installment of \$81,250 will be
6 made to the Administrator no later than 14 calendar days following the date of the Preliminary Approval
7 Order; a second installment of \$121,875 will be made to the Administrator no later than 14 calendar days
8 after the date of the Final Approval Order, and six equal subsequent monthly installment payments of
9 \$20,312.50 will be made to the Administrator until the Gross Settlement Amount is fully funded. *Id.* at §
10 4.3. The first of the monthly installments will be paid by the 15th day of the month immediately following
11 the payment of the Second Installment, with subsequent payments due by the 15th day of each of the
12 following five months. *Id.* at § 4.3.3.

13 **C. NET FUNDS AVAILABLE TO CLASS MEMBERS AND UNCLAIMED FUNDS**

14 After all Court-approved deductions from the Gross Settlement Amount, Class Counsel estimates
15 that at least \$168,250 (the “Net Settlement Amount”) will be distributed to Participating Class Members.
16 Reese Decl. ¶ 32. The Net Settlement Amount will be distributed on a pro rata basis based on the number
17 of Workweeks a Participating Class Member worked during the Class Period. Settlement Agreement §
18 3.2.4.1. An additional four workweeks will be applied to the total Workweek count for Participating Class
19 Members who are also members of the Waiting Time Sub-Class. *Id.* at § 3.2.5. Class Counsel estimates
20 that the average Individual Class Payment will be approximately \$837.06 for Participating Class
21 Members. Reese Decl. ¶ 32. Class Members will be provided with notice of the Settlement and its terms,
22 their estimated payment, their right to opt-out or object to the Settlement, and their right to appear at the
23 fairness hearing. Settlement Agreement § 7.2, Ex. A.

24 Any payments that remain uncashed after the 180-day void date will be transmitted by the
25 Administrator to the California State Controller’s Unclaimed Property Fund in the name of the respective
26 individual. *Id.* at § 4.4.3. There will be no “unpaid residue” subject to the requirements of Section 384(b)
27 of the Code of Civil Procedure. *Id.*

D. RELEASE FOR PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES

Upon the Effective Date, and except as to the right to enforce the terms and conditions of the Settlement Agreement, each Participating Class Member, on behalf of themselves and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities or legal theories of relief that are based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) engaging in unlawful, unfair, and/or fraudulent business practices in violation of California Business and Professions Code section 17200 *et seq.* (“Released Class Claims”). *Id.* at § 5.1.

The Settlement also resolves all claims pursuant to the California Private Attorneys General Act (codified in California Labor Code section 2698 *et seq.*) based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action for PAGA Employees. *Id.* at § 5.2.

IV. PROVISIONAL CERTIFICATION IS APPROPRIATE

Provisional certification is appropriate at the preliminary approval stage where, as here, the Court has not yet certified the class and the requirements for certification are met. *Newberg on Class Actions* §§ 13:16-13:18 (5th ed. 2011-2017). *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1806 (1996); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 809-11 (1971). The provisional certification process is less demanding than a traditional motion for class certification. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); *Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 826 (2014).

A. THERE IS A NUMEROUS AND ASCERTAINABLE CLASS

Numerosity is met if the proposed class is so large that joinder of all members would be

1 impracticable. See Civ. Proc. Code § 382. Whether a class is ascertainable is determined by examining
2 the class definition, the size of the class and the reasonable means available for identifying members of
3 the class. See *Reyes v. San Diego Cnty. Bd. of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987). Class
4 members are “ascertainable” where they may be readily identified without unreasonable expense or time.
5 *Id.* at 1275 (citing *Hypolite v. Carleson*, 52 Cal. App. 3d 566, 578-79 (1975)).

6 Here, Class Members are easily identifiable from Defendant’s time and payroll records. Reese
7 Decl. ¶ 31. Defendant’s records reflect a class size of approximately 201. *Id.*; Settlement Agreement § 4.1.
8 Because joinder of over 200 employees would be impracticable, and Class Members can readily be
9 determined by Defendant’s time and payroll records, there is a numerous and ascertainable class that is
10 suitable for provisional certification.

11 **B. THERE IS A WELL-DEFINED COMMUNITY OF INTEREST**

12 A community of interest is established where (1) there are predominant common questions of law
13 or fact; (2) the named plaintiff has “claims or defenses typical of the class”; and (3) the named plaintiff is
14 able to adequately represent the class. See *Dunk*, 48 Cal. App. 4th at 1806.

15 **1. Common Questions Of Law And Fact Predominate**

16 Whether a class action is the appropriate mechanism will depend largely upon “whether the
17 common questions are sufficiently pervasive to permit adjudication in a class action rather than in a
18 multiplicity of suits.” *Richmond v. Dart Indus., Inc.*, 29 Cal. 3d 462, 477-78 (1981). The primary purpose
19 of this inquiry is to ascertain whether the proposed class is sufficiently cohesive to warrant adjudication
20 by representation. See e.g., *Clothesrigger, Inc. v. GTE Corp.*, 191 Cal. App. 3d 605, 612 (1987); *Lazar v.*
21 *Hertz Corp.*, 143 Cal. App. 3d 128, 138-39 (1983); *Hogya v. Super. Ct.*, 75 Cal. App. 3d 122, 142 (1977).
22 Simply because class members must prove their own damages does not mean that individual questions
23 predominate. *Clothesrigger, Inc.*, 191 Cal. App. 3d at 617.

24 Some of the common questions of law and fact that affect the Class are whether Defendant
25 adequately compensated Class Members for all hours worked; whether Class Members were provided
26 with legally compliant meal and rest periods; whether the wage statements provided to Class Members
27 complied with California law; whether Defendant violated Labor Code section 2802 by requiring Class
28 Members to use their personal cell phones and other electronic devices for work purposes; and whether

1 Defendant's policies and practices constitute unfair business practices for purposes of Business and
2 Professions Code section 17200 *et seq.* Reese Decl. ¶¶ 74-75. The required commonality element is
3 satisfied here because the challenged policies and practices apply uniformly to all Class Members and the
4 resolution of these overarching questions will determine liability for the class as a whole. *See*
5 *Clothesrigger, Inc.*, 191 Cal. App. 3d at 612.

6 **2. Plaintiff's Claims Are Typical Of Class Members' Claims**

7 The typicality requirement focuses on the typicality of the named plaintiff's claims as they relate
8 to the defendant's conduct and activities. *See Medrazo v. Honda of North Hollywood*, 166 Cal. App. 4th
9 89, 99 (2008). Indeed, the mere fact that a defendant may raise defenses against some members of the
10 class does not negate the typicality of plaintiff's claims. *Id.*

11 Here, Plaintiff's claims are typical of the claims of the Class because Plaintiff, like all Class
12 Members, were subject to the same allegedly unlawful policies and practices while working for Defendant,
13 including Defendant's payroll, timekeeping, and meal and rest period policies. Reese Decl. ¶¶ 75-76. As
14 such, all Class Members sustained the same or similar damages resulting from Defendant's allegedly
15 unlawful policies and practices. *Id.* at ¶ 75. Because each Class Member would be required to demonstrate
16 the same elements in order to recover on their claims against Defendant, Class Members' interests are
17 sufficiently aligned with Plaintiff's so as to meet the typicality requirement. *See Medrazo*, 166 Cal. App.
18 4th at 99.

19 **3. The Adequacy Requirement is Met**

20 The adequacy of representation requirement is met by fulfilling two conditions: first, a named
21 plaintiff must be represented by counsel qualified to conduct the pending litigation; second, a named
22 plaintiff's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank*,
23 60 Cal. App. 3d 442, 450 (1976).

24 Here, both conditions of the adequacy requirement are met. First, Plaintiff has retained counsel
25 with extensive experience in prosecuting complex wage and hour class actions and who have worked
26 diligently to obtain the Settlement on behalf of the Settlement Class. Reese Decl. ¶¶ 7-10, Ex. 2. Second,
27 Plaintiff does not have any conflict of interest with the Class and has, along with Class Counsel, worked
28 towards a positive resolution in this case, demonstrating their interest in prosecuting this action and

dedication to obtaining the best possible recovery for the Class. Reese Decl. ¶ 58; Declaration of Sheyniah Walker (“Walker Decl.”) ¶¶ 18-26

V. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

California Rules of Court, rule 3.769, requires court approval for class action settlements to prevent fraud, collusion, or unfairness to the class. *Dunk*, 48 Cal. App. 4th at 1800-01. The purpose of the preliminary evaluation of class action settlements is to determine only whether the proposed settlement is within the range of reasonableness, and, therefore, whether notice to the class and the scheduling of a formal fairness hearing are warranted. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001); *Newberg on Class Actions*, § 11:25 (4th ed. 2002). To determine whether a class settlement is fair, adequate, and reasonable, a court must be provided with “basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise.” *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785, 799 (2009). The trial court must exercise its discretion through the application of several well-recognized factors when deciding whether a class action settlement is fair. *Id.* The list of factors, which “is not exhaustive and should be tailored to each case,” includes “the strength of plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk*, 48 Cal. App. 4th at 1801). A “presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802 (citing *Newberg* § 11.41).

As shown below, the proposed Settlement in this case falls well within the range of possible approval and there are no grounds to doubt its fairness.

**A. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE
NEGOTIATIONS OVERSEEN BY AN EXPERIENCED MEDIATOR**

The Settlement was reached as a result of arm’s-length negotiations facilitated by an experienced

mediator following significant investigation of the facts and law during, and in preparation for, mediation. Reese Decl. ¶¶ 23, 25. The settlement negotiations have been, at all times, adversarial and non-collusive in nature. *Id.* at ¶ 23. While Plaintiff believes in the merits of her case, she also recognizes the inherent risks of litigation and understands the benefit of the Class receiving settlement funds immediately as opposed to delaying payment or risking an unfavorable decision on summary adjudication, motion for class certification, at trial or on appeal, all of which have the potential to eliminate any relief for Class Members. *Id.* at ¶¶ 51-54.

B. THE EXTENT OF THE INFORMATION PROVIDED THROUGH DISCOVERY AND THE STAGE OF THE PROCEEDINGS SUPPORT THE SETTLEMENT

Here, the parties thoroughly investigated and evaluated the factual and legal strengths and weaknesses of this case before reaching the Settlement. Reese Decl. ¶¶ 18-22. Class Counsel began investigating Plaintiff's claims before the complaint was ever filed. *Id.* at ¶ 18. Prior to mediation, Plaintiff obtained informal discovery that included relevant data and records. *Id.* at ¶ 20. In advance of mediation, Class Counsel analyzed Defendant's timekeeping and payroll records, prepared a comprehensive brief that outlined all legal and factual issues, and evaluated Defendant's financial records. *Id.* at ¶ 21. The Settlement was reached only after substantial investigation and research, risk evaluation, and an evaluation of Defendant's financial situation. *Id.* at ¶¶ 18-23.

C. CLASS COUNSEL IS HIGHLY EXPERIENCED IN SIMILAR LITIGATION

Although the recommendations of counsel proposing the class settlement are not conclusive, the Court can properly consider the recommendations, particularly if counsel have been involved in litigation for some period of time, appear to be competent, have experience with similar litigation, and have completed significant discovery. *Newberg on Class Actions* § 13:53 (5th ed. 2011-2017).

Throughout this litigation, Class Members have been represented by well-qualified counsel who have years of experience in wage and hour class action litigation. Reese Decl. ¶¶ 7-10. Class Counsel has litigated hundreds of complex class and representative actions, the vast majority of which they served as plaintiff's counsel. *Id.* In short, Class Counsel are experienced and qualified to evaluate the class claims, to evaluate the benefits of a discounted settlement, and to evaluate the viability of the defenses asserted. *Id.* Counsel on both sides share the view – endorsed by an experienced mediator – that this is a fair and

1 reasonable settlement in light of the complexities of the case, the state of the law and uncertainties of
2 litigation and trial, and the benefit the Settlement confers on the Class. Reese Decl. ¶ 78; Settlement
3 Agreement § 2.7.

4 **D. THE SETTLEMENT IS FAIR AND REASONABLE BASED ON THE STRENGTHS OF**
5 **PLAINTIFF’S CASE AND THE RISKS AND COSTS OF FURTHER LITIGATION**

6 To determine whether a class settlement is fair, adequate, and reasonable, courts must be provided
7 with “basic information about the nature and magnitude of the claims in question and the basis for
8 concluding that the consideration being paid for the release of those claims represents a reasonable
9 compromise.” *Kullar*, 168 Cal. App. 4th at 133; *Clark*, 175 Cal. App. 4th at 799. A settlement is not judged
10 against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to
11 provide 100-percent of the damages sought to be fair and reasonable. *Wershba*, 91 Cal. App. 4th at 246,
12 250.

13 Plaintiff and her counsel have concluded that it was reasonable to enter into the proposed
14 Settlement. Reese Decl. ¶¶ 27, 29, 44, 51-57, 78; Walker Decl. ¶ 27. Defendant contested, and continues
15 to contest, liability for the claims asserted in this action. Reese Decl. ¶¶ 28, 56; Settlement Agreement §§
16 2.2, 12.1. Although Defendant does not believe that Plaintiff would succeed on the merits of her claim,
17 Defendant nonetheless agreed to resolve this action through settlement to avoid the expense, delay, and
18 uncertainty of protracted litigation. Settlement Agreement § 2.7.

19 There are significant legal uncertainties associated with cases such as this, as they can be factually
20 complex and require protracted litigation to resolve. Reese Decl. ¶¶ 52-54. A settlement is not judged
21 solely against what might have been recovered had plaintiffs prevailed at trial, nor does the settlement
22 have to provide 100 percent of the damages sought to be fair and reasonable. *Linney v. Cellular Alaska*
23 *Partnership*, 151 F. 3d 1234, 1242 (9th Cir. 1998); *Wershba*, 91 Cal. App. 4th at 246, 250; *Rebney v.*
24 *Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1139 (1990). Instead, “[c]ompromise is inherent and necessary
25 in the settlement process . . . even if the relief afforded by the proposed settlement is substantially narrower
26 than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because
27 the public interest may indeed be served by a voluntary settlement in which each side gives ground in the
28 interest of avoiding litigation.” *Wershba*, 91 Cal. App. 4th at 250.

Based on information obtained through informal discovery, Class Counsel were able to assess the strengths and weaknesses of the claims and the benefits of a settlement. Reese Decl. ¶¶ 10-21. As a result, Class Counsel believes that the Settlement before the Court represents a very favorable resolution for the Class. *Id.* at ¶¶ 27, 29.

1. The Settlement Provides Relief to Class Members in Light of the Significant Risks and Expense of Further Investigation

Here, the Settlement results in a significant benefit to the Class Members and the Gross Settlement Amount of \$325,000 is a good result by any measure. Reese Decl. ¶¶ 27, 29, 44, 51-57, 78. In reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement; the risk, expense, complexity, and likely duration of further litigation and maintaining class certification through trial; the present state of the law as it applies to wage and hour class actions; and the burdens of proof necessary to establish liability against Defendant. *Id.* at ¶¶ 43-44, 57.

Although Plaintiff maintains that all claims are meritorious and believes she would have prevailed had she taken her case to trial, she also acknowledges that Defendant would have legitimate defenses to liability, class certification, and manageability. *Id.* at ¶¶ 27-28, 32, 53. Such considerations would pose a substantial obstacle for Plaintiff to maintain her claims, had the parties not reached a settlement. *Id.* at 52-54. Moreover, given Defendant's financial position, it is likely that the cost of litigation would have substantially increased and Class Members would not see any monetary recovery. *Id.* at ¶ 54.

Under the terms of the Settlement, each Participating Class Member will be entitled to receive a pro rata portion of the Net Settlement Amount available for distribution based upon his or her respective number of workweeks worked during the Class Period. Settlement Agreement § 3.2.5. This means that Participating Class Members who worked more workweeks during the Class Period will receive a larger portion of the Settlement. Reese Decl. ¶ 54. All Class Members are therefore treated equitably and fairly, and no Class Member is granted improper preferential treatment, as distribution of the Net Settlement Amount takes into consideration the length of employment for each Class Member and the respective number of violations he or she presumably would have suffered during the Class Period. *Id.*

2. The Amount Offered in Settlement Given the Estimated Value of the Claims Favors Preliminary Approval of the Settlement

As set forth in the accompanying Declaration of Nathan J. Reese, Class Counsel estimated Defendant's maximum-possible exposure to be \$4,813,784.00, with a maximum of \$4,099,699.00 being available to Class Members. Reese Decl., ¶ 30. This estimate assumed that class certification would be granted, and that Plaintiff would prevail on all claims at trial, as well as recover the full amount of the estimated damages and the maximum amount of civil penalties under PAGA. *Id.* It also assumes that PAGA penalties can be stacked – a point unsettled by California courts. *Id.* Accordingly, the estimated value of the class claims is premised on a likely inflated “everything goes right” scenario. *Id.*

With approximately 201 Class Members holding various positions, class certification is by no means a certainty. *Id.* at ¶ 31. As such, for purposes of settlement, Class Counsel assumes a 75 percent discount on the merits to account for the possibility that Plaintiff will not prevail on all claims and the potential for a reduction in any PAGA penalties awarded. *Id.* Accordingly, Class Counsel believes a more realistic valuation of the claims in this case after incorporation discounts is \$1,203,446.00. *Id.*

While the \$325,000 Gross Settlement Amount represents a significant discount on Plaintiff's estimate of Defendant's potential exposure in this matter, the reduction represents an extremely reasonable compromise considering the substantial risks that Plaintiff and the other Class Members faced in this litigation. *Id.* at ¶¶ 42-44. Defendant has legitimate defenses to class certification and the merits of underlying claims. *Id.* at ¶¶ 27-28, 32, 53. As it relates to the imposition of any penalties under PAGA, there was a very real risk that the Court could exercise its discretion and reduce the award if it was determined to be unjust, arbitrary, or confiscatory. *Id.* at ¶ 41. Additionally, Defendant has taken the position that Plaintiff's PAGA claims are time barred. *Id.*

In negotiating the Settlement before the Court, Class Counsel considered the likelihood of obtaining and maintaining class certification of Plaintiff's claims through trial, and obtaining 100 percent of the damages and penalties sought. *Id.* at ¶ 43. Moreover, Plaintiff considered the risk that the Court may deny class certification or reverse a favorable ruling on the merits on appeal – risks that are obviated in the Settlement. *Id.* In addition, continued litigation would likely be extremely expensive, reducing and substantially delaying any recovery by Class Members. *Id.* In contrast, the proposed Settlement will

guarantee that Class Members receive timely relief and avoid the risk of an unfavorable judgment. *Id.* at ¶¶ 43, 54.

E. THE PAGA SETTLEMENT SHOULD BE APPROVED

Where a settlement includes a good faith amount for PAGA penalties and “there is no indication that this amount was the result of self-interest at the expense of other” class members, such amounts are generally considered reasonable. *Hopson v. Hanesbrands, Inc.*, 2009 WL 928133 at *1, *9 (N.D. Cal. Apr. 3, 2009). Courts routinely approve settlements where only a small portion of the gross settlement amount is allocated to PAGA penalties. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576 (2010) (approving a settlement where no portion was allocated to PAGA penalties); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942 at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%); *McKenzie v. Fed. Express Corp.*, 2012 WL 12882124 at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement).

Here, the parties negotiated a good faith settlement of PAGA civil penalties in the amount of \$15,000 (“PAGA Payment”), 65% of which (\$9,750) will be paid to the LWDA, with the remaining 35% (\$5,250) to be distributed to PAGA Employees. Settlement Agreement § 3.2.4. The \$15,000 allocated to the PAGA Payment equates to approximately 4.61 percent of the Gross Settlement Amount, which is in line with amounts that are routinely approved by courts in this state. Therefore, the settlement of the claim for penalties under PAGA is reasonable because it was negotiated in good faith and was not the result of self-interest at the expense of any Class Member. Reese Decl. ¶ 41. Plaintiff respectfully requests that the Court approve the PAGA Payment in the amount of \$15,000.

F. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE

Courts routinely approve class representative payments to compensate named plaintiffs for the services they provide and the risks they incur during the course of class litigation. *See Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004) (upholding service payments to plaintiffs for their efforts in bringing a class case); *Manual for Complex Litigation* § 21.62 n. 971 (noting that service awards are warranted). In approving such payments, California courts frequently approve awards of \$10,000 or more. *In re Cellphone Termination Cases*, 186 Cal. App. 4th 1380, 1393-95 (2010) (upholding \$10,000 service award to each of four class representatives); *West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558,

*28 (E.D. Cal. Oct. 19, 2006) (“the court finds plaintiffs’ enhancement payments of \$ 15,000 each to be reasonable”); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, *52 (N.D. Cal. Jan. 26, 2007) (finding “requested payment of \$ 25,000 to each of the named plaintiffs is appropriate” in wage and hour settlement). The factors courts use in determining the amount of an award include: (1) a comparison between the service awards and the range of monetary recovery available to the class; (2) time and effort put into the litigation; (3) whether the litigation will further the public policy underlying the statutory scheme; and (4) the risk of retaliation. *Clark v. American Residential Services, LLC*, 175 Cal. App. 4th 608, 804 (2009).

As the named plaintiff, Plaintiff put her name on the public record at the risk of potential employers choosing not to hire her. Reese Decl. ¶ 59; Walker Decl. ¶ 28. Plaintiff also ran the risk of being liable for Defendant’s attorneys’ fees and costs as a result of the fee shifting provisions of the Labor Code. *See, e.g.*, Lab. Code § 218.5; Walker Decl. ¶ 33. Although this case was resolved through early mediation, Plaintiff nonetheless spent a significant amount of time reviewing documents, communicating with counsel, assisting with the preparation of the notice to the LWDA, the complaints, and helping Class Counsel prepare for mediation. Reese Decl. ¶ 58; Walker Decl. ¶¶ 19-24. As part of the proposed Settlement, Plaintiff also agreed to a general release of any and all claims to the furthest extent permitted by law. Settlement Agreement § 5.3; Reese Decl. ¶ 60; Walker Decl. ¶ 34. The proposed Class Representative Service Payment in the amount of \$5,000 to Plaintiff is fair and reasonable given the risk she took and the work she bore for the benefit of the Class. Reese Decl. ¶ 61.

G. THE REQUESTED ATTORNEYS’ FEES AND EXPENSES ARE FAIR AND REASONABLE

The California Supreme Court has unanimously held “that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.” *Laffitte v. Robert Half International, Inc.*, 1 Cal. 5th 480, 503 (2016). The Court further held that although trial courts have discretion to use a lodestar multiplier cross-check or to forego a lodestar multiplier cross-check if some other means to evaluate the reasonableness of a requested fee percentage exists, “the percentage method is a valuable tool that should not be denied our trial court.” *Id.* at 503-06. California courts have awarded common fund fees calculated

1 using a percentage-of-fund method that is not dependent on counsel's lodestar amount. Pearl, *California*
2 *Attorney Fee Awards* § 5.19 (CEB 3d ed. 2010) (citing *In re Sutter Health Uninsured Pricing Cases*, 171
3 Cal. App. 4th 495, 512 (2009)); *Bell*, 115 Cal. App. 4th at 726; *Apple Computer, Inc. v. Super. Ct.*, 126
4 Cal. App. 4th 1253, 1270 (2005).

5 Here, the Settlement provides that Class Counsel may seek a Class Counsel Fee Payment of up to
6 \$113,750 (35-percent of the Gross Settlement Amount), in addition to a Class Counsel Litigation Cost
7 Payment for reimbursement of actual litigation expenses in an amount not to exceed \$16,000. Settlement
8 Agreement § 3.2.2. As demonstrated in the Declaration of Nathan J. Reese, Class Counsel performed a
9 significant amount of work litigating this action, including performing extensive legal and factual
10 research, which counsel used to measure the relative strengths and weaknesses of Plaintiff's claims to
11 better identify an appropriate range of settlement figures. Reese Decl. ¶¶ 18-21, 63. Class Counsel
12 committed, and continues to commit, significant financial and staffing resources to this case, and
13 undertook this action on a contingency basis, thereby bearing all the costs of this complex, risky, and time-
14 consuming litigation. *Id.* at ¶ 66. The requested Class Counsel Fees and Expenses Payments are fair and
15 reasonable and should be preliminarily approved. *Id.* at ¶ 70.

16 **VI. THE PROPOSED CLASS NOTICE PROCEDURE SATISFIES DUE PROCESS**

17 In order to protect the rights of absent class members, California Rules of Court, Rule 3.769(f)
18 requires that Class Members be provided with notice of the final approval hearing and an explanation of
19 the proposed settlement and objection procedures. Procedural due process does not guarantee any
20 particular procedure; it requires only notice reasonably calculated to apprise interested parties of the
21 pendency of the action affecting their interests and an opportunity to present their objections. *Ryan v. Cal.*
22 *Interscholastic Fed'n – San Diego Section*, 94 Cal. App. 4th 1048, 1072 (2001). Notice that meets this
23 standard and is neutrally worded satisfies due process. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812
24 (1985).

25 Here, the proposed Class Notice provides all the information a reasonable person would need to
26 make a fully informed decision about the Settlement. Reese Decl. ¶ 5, Ex. A. The Class Notice summarizes
27 the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms
28 and conditions of the Settlement in plain language in an informative and coherent manner. *Id.* The Class

1 Notice also fully informs Class Members of the terms of the Settlement, of its effect on their rights, of
2 their options as Class Members and the procedure for opting out, objecting, and/or receiving payment,
3 and of the consequences of exercising those options. *Id.* at ¶ 47. Further, the Class Notice notifies the
4 Class Members of their reported compensable workweeks and PAGA pay periods, and the estimated
5 Individual Class Payment and Individual PAGA Payment they will receive should they participate in the
6 Settlement. *Id.* The Class Notice also states the date, time, and place of the final approval hearing, and
7 explains how Class Members can obtain additional information. *Id.* at ¶ 48.

8 Defendant's records should provide the best-known address available for the Class Members, but
9 the Settlement Administrator will nevertheless attempt to locate the best possible mailing addresses prior
10 to the mailing using the National Change of Address database. *Id.* at ¶ 50. Thus, the proposed notice plan
11 is consistent with class notices approved by state and federal courts, and, under the circumstances here, is
12 the best notice practicable and the method most likely to reach the greatest number of Class Members. *Id.*

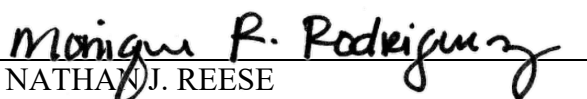
13 VII. CONCLUSION

14 Plaintiff respectfully requests that this Court preliminarily approve the Settlement and enter an
15 Order: (1) provisionally certifying the proposed Settlement Class and Waiting Time Sub-Class, under
16 Code of Civil Procedure section 382 and California Rule of Court 3.769(c) for settlement purposes only;
17 (2) preliminarily approving the Settlement; (3) approving as to form Class Notice and ordering that the
18 Class Notice be distributed to all Class Members; (4) appointing Plaintiff Sheyniah Walker as the Class
19 Representative; (5) appointing ARCH Legal, P.C. as Class Counsel; (6) appointing Apex Class Action,
20 LLC, as the Administrator; and (7) setting this matter for a hearing on the issues of final approval of the
21 proposed Settlement, approval of the Class Representative Service Payment, approval of Class Counsel
22 Fees Payment and Class Counsel Litigation Costs Payment, and approval of the Administration Costs.

23 Respectfully submitted,

24 Dated: January 27, 2026

ARCH LEGAL, P.C.

25 By: 
26 NATHAN J. REESE
27 MONIQUE R. RODRIGUEZ
28 Attorneys for Plaintiff Sheyniah Walker

1/27/2026 7:14:08 PM

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 SHEYNNIAH WALKER, as an individual, on
behalf of herself and all persons similarly
11 situated,

12 Plaintiff,

13 v.

14 JUNESHINE, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

15 Defendants.
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Case No.: 25CU020896C

[Assigned for all purposes to the Honorable Blaine
K. Bowman, Department C-74]

CLASS ACTION

**DECLARATION OF NATHAN J. REESE IN
SUPPORT OF PLAINTIFF SHEYNNIAH
WALKER'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

[IMAGED FILE]

Date: February 20, 2026
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Blaine K. Bowman

[Filed concurrently with the Notice of Motion,
Memorandum of Points and Authorities, the
Declarations of Sheyniah Walker and Sean
Hartranft, and [Proposed] Order]

Complaint Filed: April 16, 2025
Trial Date: None set

1 I, Nathan J. Reese, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the State of California. I am a
3 shareholder at ARCH Legal, P.C. ("ARCH Legal"), formerly GrahamHollis, APC, in San Diego,
4 California. ARCH Legal is counsel of record for Plaintiff Sheyniah Walker ("Plaintiff") in the matter of
5 *Sheyniah Walker v. Juneshine, Inc.*, San Diego County Superior Court Case No. 25CU020896C (the
6 "Action"). Attorney Monique R. Rodriguez of ARCH Legal is the attorney primarily handling this matter.
7 I am thoroughly familiar with, and have personal knowledge of, the facts set forth herein, except as
8 otherwise stated. If called as a witness, I could and would competently testify to the information set forth
9 below.

10 2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class
11 and PAGA Action Settlement, which is filed concurrently herewith.

12 3. Plaintiff seeks an order (1) provisionally certifying the proposed Settlement Class and
13 Waiting Time Sub-Class, under Code of Civil Procedure section 382 and California Rule of Court 3.769(c)
14 for settlement purposes only; (2) preliminarily approving the Settlement; (3) approving as to form the
15 Court Approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court
16 Approval ("Class Notice") and ordering that the Class Notice be distributed to all Class Members; (4)
17 appointing Plaintiff Sheyniah Walker as the Class Representative; (5) appointing ARCH Legal as Class
18 Counsel; (6) appointing Apex Class Action, LLC, as the Administrator; and (7) setting this matter for a
19 hearing on the issues of final approval of the proposed Settlement, approval of the Class Representative
20 Service Payment, approval of Class Counsel Fees Payment and Class Counsel Litigation Costs Payment,
21 and approval of the Administration Costs.

22 4. A true and correct copy of the partially executed Class Action and PAGA Action
23 Settlement Agreement (the "Settlement" or "Settlement Agreement") is attached hereto as **Exhibit 1**.¹ The
24 parties are still waiting for Defendant Juneshine Inc.'s ("Defendant") and its counsel's signatures on the
25 Settlement Agreement, and will provide the fully executed version to the Court upon receipt.

26 5. A true and correct copy of the Court Approved Notice of Class Action and PAGA Action
27

28 ¹ To the extent the terms used in this declaration are defined in the Settlement Agreement, the defined
terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached as **Exhibit A** to the
2 Settlement Agreement.

3 6. A copy of the Settlement Agreement will be provided to the California Labor and
4 Workforce Development Agency (“LWDA”) following receipt of Defendant’s signature on the Settlement
5 Agreement. Plaintiff will provide proof of submission to the LWDA to the Court.

6 **Class Counsel’s Litigation Experience**

7 7. My firm currently serves as plaintiff’s counsel in approximately 100 wage and hour class
8 action and/or PAGA representative action cases pending throughout California and Washington. Over the
9 past ten years, my firm has been appointed as Class Counsel and had settlements approved as being fair,
10 reasonable, and adequate in well over, 150 wage and hour class action lawsuits with claims similar to
11 those alleged here. A list of cases in which my firm has served as class counsel throughout California is
12 attached hereto as **Exhibit 2**.

13 8. I was admitted to the State Bar of California in 2012. I have represented employees in
14 employment litigation matters since 2012 and began working in wage and hour class action litigation in
15 2015. I have obtained settlements and been approved as Class Counsel in the following class and Private
16 Attorney General Act of 2004 (“PAGA”) representative actions: *Milburn v. PetSmart, Inc.*, United States
17 District Court for the Eastern District, settled for \$1,350,000 on behalf of approximately a total of 3,491
18 class members and aggrieved employees, and Judge Drozd approved fees of 33.33%; *Dadafshar v. KT*
19 *Hotels, LLC et al.*, Superior Court for the County of San Diego, settled for \$515,000 on behalf of
20 approximately 892 class members and Judge Pollock awarded 33.33% in fees; *Potter v. Big Tex Trailer*
21 *Manufacturing Inc. et al.*, United States District Court for the Central District, settled for \$972,391.68 on
22 behalf of 104 class members and Judge Gutierrez approved fees of 33.33%; *Taylor v. Cross Country*,
23 Superior Court for the County of Los Angeles, settled for \$582,000 on behalf of a settlement class of 589
24 and 1,602 aggrieved employees and Judge Nelson approved fees of 33.33%; and *Ramirez v. Baker Hughes*
25 *Oilfield Operations, LLC*, Superior Court for the County of Santa Barbara, settled for \$2,750,000 on behalf
26 of a settlement class of 165 employees, and Judge Anderle approved fees of 33.33%; *Cassels v. Select*
27 *Comfort Retail Corporation*, Superior Court for the San Diego County, settled for \$1,250,000 on behalf
28 of 426 class members and 997 aggrieved employees, and Judge Wohlfeil awarded fees of 33.33%; and

1 *Christensen v. Heartland Express Inc. of Iowa*, Superior Court for the County of San Bernardino, settled
2 for \$10,250,000 on behalf of approximately 1,717 class members and 760 collective action members, and
3 Judge Cohn awarded 1/3 in fees. In addition, I, along with other members of my firm, received a
4 \$16,009,598.80 class and PAGA verdict on behalf of approximately 820 employees in Santa Clara
5 County.

6 9. Monique R. Rodriguez graduated *cum laude* from Thomas Jefferson School of Law in
7 May 2014 with her Juris Doctor. Ms. Rodriguez earned a Bachelor of Arts in Ethnic Studies and in
8 Psychology from the University of California, San Diego, in 2009. Ms. Rodriguez was admitted to the
9 State Bar of California in June 2015. Ms. Rodriguez previously worked as a judicial clerk for the
10 Honorable Fernando J. Gaitan, Jr., Chief Judge for the United States District Court, Western District of
11 Missouri. She also worked as a Deputy Attorney General for the California Department of Justice where
12 she represented state agencies in employment-related proceedings. Ms. Rodriguez has represented
13 employees and consumers in class, collective, and representative actions in both state and federal court
14 for approximately eight years. Ms. Rodriguez has been appointed as Class Counsel in a number of complex
15 class actions including, but not limited to, *Jaime Gonzalez v. L and R Auto Parks, Inc., Los Angeles County*
16 *Superior Court*, case number BC589677, certified class action settled for \$27,500.00 on behalf of 400
17 class members and Judge Maren Nelson awarded one-third of the gross settlement amount in attorneys'
18 fees; *Matthew Ogura v. Thrifty Payless, Inc., Los Angeles County Superior Court*, case number
19 BC605968, certified class action; *Jason Hudson v. Pacific Bell Telephone Company, Inc., Sacramento*
20 *County Superior Court*, case number 34-2016-00202203, settled for \$1,900,000.00 on behalf of 6,340
21 Class Members and Judge Alan G. Perkins awarded one-third of the gross settlement amount in attorneys'
22 fees; *Daryl Jimenez, et al. v. California Wireless Solutions, Inc., Santa Clara County Superior Court*, case
23 number 18CV323955, settled for \$900,000.00 on behalf of 1,077 class members and Judge Thomas E.
24 Kuhnle awarded one-third of the gross settlement amount in attorneys' fees; *Augusto De Leon v. Ricoh*
25 *USA, Inc., et al., Northern District of California*, case number 3:18-cv-03725, settled for \$2,200,000.00
26 on behalf of 900 class members, Judge Jacqueline Scott Corley awarded 25% in attorneys' fees; *Heather*
27 *Basile et al., v. Aaron Brothers, Inc., San Diego County Superior Court*, case number 37-2017-00004172-
28 CU-OE-CTL, settled for \$730,000 on behalf of 2,000 aggrieved employees, Judge Ronald Styn awarded

one-third of the gross settlement amount in attorneys' fees; *Amy Broadnax v. Amazing Courier Express Services, LLC, et al.*, San Diego County Superior Court, case number 37-2019-00044991-CU-OE-CTL, settled for \$1,150,000.00 on behalf of 445 class members, Judge James A. Mangione awarded one-third of the gross settlement amount in attorneys' fees; *Sukhvir Chima v. Beckman Coulter, Inc.*, Orange County Superior Court, case number 30-2019-01042854-CU-OE-CXC, settled for \$225,000.00 on behalf of 32 class members, Judge Peter Wilson awarded 35% in attorneys' fees; and *ClubCorp Wage and Hour Cases*, Orange County Superior Court, Judicial Council Coordination Proceeding No. 5138, settled for \$6,000,000.00 on behalf of 3,528 class members, Judge William Claster awarded one-third in attorneys' fees.

10. My co-shareholders, associates, and I have considerable experience handling wage and hour class action cases with claims similar to those asserted in this action and have successfully represented tens of thousands of employees in state and federal court cases throughout California. *See e.g.*, Exhibit 2.

Case Background and Procedural History

11. Plaintiff was employed by Defendant from approximately August 2020 to June 2022 as a Packaging Technician in the Brewing Department. During her employment, Plaintiff was classified as a non-exempt employee and paid an hourly wage.

12. Defendant is a beverage manufacturer that brews and packages its hard kombuchas, non-alcoholic kombuchas, and canned cocktails for distribution and sale. Defendant is headquartered in San Diego, California.

13. Plaintiff contends that during the course of her employment Defendant failed to pay her and other non-exempt employees all wages owed to them, including regular and overtime wages, failed to provide uninterrupted, off-duty meal and rest periods, failed to timely pay all wages due and owed upon separation of employment, failed to furnish accurate itemized wage statements, and failed to reimburse necessary business expenses.

14. On March 7, 2025, my office submitted written notice to the LWDA and Defendant, notifying them of Defendant's alleged violations of the California Labor Code ("Labor Code") and Industrial Welfare Commission ("IWC") Wage Orders, as well as Plaintiff's intent to assert the rights

1 granted to her under the PAGA.

2 15. On April 16, 2025, Plaintiff commenced this Action by filing a wage and hour class action
3 complaint against Defendant in San Diego County Superior Court. After waiting the required notice
4 period, Plaintiff filed a First Amended Complaint on June 9, 2025, adding claims under the PAGA. The
5 First Amended Complaint is the operative complaint.

6 16. The operative complaint asserts the following causes of action: (1) failure to timely pay
7 minimum and/or regular wages; (2) failure to timely pay overtime and/or double time wages; (3) failure
8 to provide legally compliant meal periods and/or timely pay premium wages; (4) failure to provide legally
9 compliant rest periods and/or timely pay premium wages; (5) failure to timely pay all wages due and
10 owing upon separation of employment; (6) failure to furnish accurate itemized wage statements; (7) failure
11 to reimburse for necessary business expenses; (8) violation of California's Unfair Competition Law; and
12 (9) Private Attorneys General Act. The operative complaint seeks unpaid wages, statutory penalties, civil
13 penalties, restitution, interest, injunctive relief, and attorneys' fees and litigation costs, on behalf of all
14 persons who were classified as non-exempt and performed work for Juneshine, Inc. in California including
15 those persons who were directly employed by Juneshine, Inc., a staffing agency, or another third-party
16 during the period commencing on the date that is four years prior to the filing of the complaint through
17 and including final judgment.

18 17. On August 4, 2025, Defendant filed its Answer, generally denying all liability and asserting
19 various affirmative defenses.

20 **Investigation and Discovery**

21 18. Prior to filing the Action, my firm conducted an investigation into the facts and legal claims
22 raised by this action, as well as the applicable law related thereto. Among other things, my firm spent
23 several hours conferring with Plaintiff regarding her claims, reviewing Plaintiff's personnel file, analyzing
24 time and payroll records provided by Plaintiff, obtaining alternative workweek election documents
25 through a public records request, and interviewing other putative Class Members. Following the
26 investigation, my firm determined that Plaintiff's claims were well suited for class adjudication given
27 what appeared to be a common course of conduct affecting non-exempt employees.

28 19. Shortly after Defendant was served with the Summons and Complaint, defense counsel

1 informed our firm that Defendant claimed that it would be unable to pay a significant class judgment or
2 large settlement. Given the relatively small class size and the cost of litigation, the parties agreed to
3 participate in early mediation before incurring excessive litigation costs.

4 20. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information and
5 data, including class member payroll and timekeeping records, various data points including, but not
6 limited to, the number of putative class members and aggrieved employees, number of workweeks and
7 pay periods, as well as information and documentation pertaining to Defendant's inability to pay defense.

8 21. In advance of mediation, my firm prepared a comprehensive mediation brief that outlined
9 the relevant factual and legal issues, contained a detailed analysis of the timekeeping and payroll records,
10 and presented a complete breakdown of the liability exposure for Defendant if Plaintiff were to succeed
11 on each of her claims at trial.

12 22. I believe that the documents and information exchanged and analyzed by the parties in
13 preparation for mediation, as well as the parties' discussions during mediation, were sufficient for the
14 parties to make an informed decision about a fair resolution of this action.

15 **Mediation and Settlement**

16 23. On September 11, 2025, the parties participated in a full-day mediation with Lynn Frank,
17 Esq., a well-respected and experienced mediator. During the mediation session, the parties engaged in
18 good-faith, adversarial, and non-collusive negotiations where the parties discussed all aspects of the case,
19 including the relative strengths and weaknesses of Plaintiff's claims, the risks and delays further litigation
20 would present, the current state of the law as it related to Plaintiff's claims, and Defendant's current
21 financial condition. To allow my firm to evaluate Defendant's financial condition, Defendant provided
22 access to its financial records and made their Chief Financial Officer available for questioning at the
23 mediation.

24 24. With Ms. Frank's assistance, the parties ultimately agreed to settle the claims for a total of
25 \$325,000.00, which will be paid in eight installments. The Settlement includes all persons who were
26 classified as non-exempt and performed work for Juneshine, Inc. in California, who were directly
27 employed by Juneshine, Inc., during the period of April 16, 2021, through and including the earlier of the
28 following dates: the date of the Preliminary Approval Order or December 10, 2025.

25. I believe Ms. Frank's role in mediating this case was extremely helpful in managing the parties' expectations and providing a useful and neutral analysis of the issues and risks to all parties. At all times, the parties' negotiations were hard-fought and conducted at arm's-length between attorneys with substantial wage and hour class action experience, and the Settlement is evidence of the parties' efforts to reach a mutually agreeable compromise.

26. In the months following mediation, the parties continued to negotiate the terms of the proposed settlement and eventually memorialized such terms in the Settlement Agreement.

Evaluation of the Claims for Settlement Purposes

27. I believe the \$325,000.00 settlement provides a real and substantial benefit to the class considering the highly disputed nature of the claims, the alleged fact that Plaintiff and other putative Class Members were bound by arbitration agreements, Defendant's financial condition, and the likelihood that the Court would reduce the amount of any civil penalties awarded. Class counsel's determination of the fair value of the settlement was based on a number of factors, including our investigation of the applicable law as it applied to the facts discovered, Defendant's financial condition, and Defendant's potential defenses. In my experience, the amount of the proposed settlement is well within line of the amounts received in other wage and hour class actions.

28. Throughout the course of this litigation, Defendant has consistently denied (a) all material allegations in the complaint; (b) that it violated any applicable laws; (c) that it is liable for damages, restitution, penalties, interest, attorneys' fees, costs, or for any other remedy sought by Plaintiff; and (d) that class certification and representative treatment are appropriate as to the claims asserted in the complaint. Defendant contends that at all times, its policies, practices, and procedures complied with California law.

29. I believe the Settlement Agreement reflects the parties' good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation.

30. The maximum value of Plaintiff's claims, assuming complete and total success on every disputed point, has been calculated by Class Counsel to be approximately \$4,813,784.00 with a maximum of \$4,099,699.00, available to Class Members. The calculation of damages is based on a review of timekeeping and payroll records, interviews with putative Class Members, and a thorough understanding

1 of the strengths and weaknesses of each claim. In calculating Defendant’s maximum potential exposure
2 in this matter, Class Counsel assumed that class certification would be granted, that Plaintiff would prevail
3 on all claims at trial, and that Plaintiff would recover the full amount of damages, statutory penalties, and
4 civil penalties sought. This calculation also assumes that PAGA penalties can be stacked—a point that to
5 my knowledge remains unresolved by California courts and has been further complicated by recent
6 amendments. In other words, the maximum possible exposure was premised on an inflated “everything
7 goes right” scenario for each and every claim.

8 31. Defendant’s records indicate that there are approximately 201 Class Members who held
9 various nonexempt positions and worked 12,963 workweeks. Coupled with the fact that some of the Class
10 Members allegedly entered into binding arbitration agreements, many others worked part-time, and the
11 alternative workweek schedule was not implemented during the entire Class Period, obtaining class
12 certification would have been extremely challenging, if not impossible. As such, for purposes of
13 settlement, Class Counsel assumes a 75 percent discount on the merits to account for the possibility that
14 Plaintiff will not prevail on all of her claims and the potential for a reduction in any PAGA penalties
15 awarded. Accordingly, Class Counsel believes a more realistic valuation of the claims in this case is
16 \$1,203,446.00.

17 32. The settlement results in a substantial benefit to all Class Members. Based on the estimated
18 \$168,250 Net Settlement Amount, the average Individual Class Payment to Participating Class Members,
19 assuming full participation will be approximately \$837.06. This is an extremely reasonable recovery for
20 the class. If Plaintiff were to take her case to trial, Defendant would likely have a number of affirmative
21 defenses that it would pursue in this action and potentially on appeal. A lengthy appeal in this case would
22 leave resolution uncertain for several more years.

23 **Class Claims**

24 33. Plaintiff’s claim for failure to pay minimum and/or regular wages is based on Defendant’s
25 failure to compensate employees for the time they spent performing work while off-the-clock. This
26 includes time spent responding to work-related communications when they were not clocked in for work
27 and Defendant’s practice of editing timestamps for Plaintiff and other Class Members to reflect less time
28 than actually worked. Based on an estimated 90-percent violation rate, my firm calculated a maximum

1 value of this claim at approximately \$251,005, inclusive of interest.

2 34. Plaintiff's claim for failure to pay overtime and/or double time wages is based on
3 Defendant's failure to pay employees one and one-half times their regular rate for all hours worked in
4 excess of eight hours in a workday and twice their regular rate for all hours worked in excess of 12 hours
5 in a workday. Based on an estimated 65-percent violation rate, my firm calculated Defendant's maximum
6 potential liability on this claim to be \$905,143, inclusive of interest.

7 35. Plaintiff's claim for meal period violations stems from Defendant's failure to provide a 30-
8 minute off-duty meal period for shifts in excess of five hours and Defendant's failure to provide a second
9 30-minute off-duty meal period for shifts in excess of ten hours. The penalties recoverable under Labor
10 Code section 226.7 are one additional hour of pay at the regular rate of compensation for each workday
11 in which a violation occurs. Based on a 75-percent violation rate, if Plaintiff were completely successful
12 on her meal period claim, the total value would be approximately \$611,429, inclusive of interest.

13 36. Plaintiff's claim for rest period violations stems from Defendant's failure to provide
14 employees with an uninterrupted, duty-free rest period for every four hours worked, or major fraction
15 thereof. As with Plaintiff's meal period claim, the penalties recoverable under Labor Code section 226.7
16 are one additional hour of pay at the regular rate of compensation for each workday in which a violation
17 occurs. Based on an estimated 95-percent violation rate, my firm calculated a maximum value of this
18 claim at approximately \$929,372, inclusive of interest.

19 37. Plaintiff's waiting time penalties claim is premised on the separation of employment
20 without payment for all wages earned, including meal and rest period premiums and overtime. Labor Code
21 section 203 provides penalties of the wages of an employee for up to 30 days if an employer willfully fails
22 to pay wages owed at the time of separation. My firm calculated waiting time penalties at \$1,153,835.
23 This assumes that each former employee was entitled to unpaid wages at the time of separation and would
24 receive maximum statutory penalties.

25 38. Plaintiff's claim for failure to provide accurate itemized wage statements is derivative of
26 her meal period, rest period, and unpaid wages claims. Based on the one-year period for statutory penalties,
27 Plaintiff calculated Defendant's maximum potential liability for this claim to be \$131,368.

28 39. Plaintiff's claim for unreimbursed business expenses is based on Defendant's policy and

1 practice of requiring employees to use their personal cell phones for work-related purposes, in violation
2 of Labor Code section 2802. Plaintiff alleges that Defendant required her and other employees to use their
3 personal cellphones and other electronic devices to take photos to document “numbers,” to review and
4 respond to work-related communications, as well as other tasks essential to their job. Defendant, however,
5 failed to reimburse them for any portion of the expenses they incurred. Based on an 82-percent violation
6 rate and assuming that each employee incurred an average of \$10 per week in unreimbursed expenses,
7 Plaintiff believes Defendant’s liability on this claim is \$117,547.

8 40. In total, Plaintiff and Class Counsel calculated Defendant’s maximum potential liability
9 for the class claims at \$4,099,699.00.

10 **PAGA Claims**

11 41. Plaintiff’s \$714,086 estimate of the maximum amount of civil penalties recoverable under
12 PAGA is derived of Defendant’s alleged violations of Labor Code sections 201, 202, 226, 226.7, 510, 512,
13 1174, 1194, 1197, 1198, 2699 et. seq., and the applicable IWC Wage Order. As with the other claims
14 referenced above, Plaintiff’s estimate of civil penalties was based on an “everything goes right” scenario
15 and was vulnerable to being substantially devalued. This was especially true since Defendant contends
16 that Plaintiff’s PAGA claims are time barred. Furthermore, as with the imposition of any penalties under
17 PAGA, there was a very real risk that the Court would reduce the amount of any penalties awarded under
18 Labor Code section 2699(e)(2), and it was likely that, given the attenuated nature of some of the claims,
19 the Court would exercise its discretion and limit the award as unjust, arbitrary, and oppressive, or
20 confiscatory. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1213 (2008). Therefore, the
21 settlement of the claim for penalties under PAGA in the amount of \$15,000 is reasonable under the
22 circumstances, because the parties negotiated a good faith amount for PAGA penalties, which was not the
23 result of self-interest at the expense of class members. *See e.g., Carrington v. Starbucks Corp.*, 30
24 Cal.App.5th 504, 528-529 (2018) (trial court only awarded 0.21%, or \$150,000, of the maximum penalty
25 because imposing the maximum penalty would be “unjust, arbitrary, and oppressive”). It also ensures that
26 a larger portion of the overall settlement will go to Class Members while still serving the primary law
27 enforcement objectives of PAGA.

28 42. While the \$325,000 Gross Settlement Amount represents a significant discount on

1 Defendant's maximum potential exposure, this reduction represents a reasonable compromise considering
2 the substantial risks that Plaintiff and the Class faced in the Action. This is particularly true given the fact
3 that Defendant has legitimate defenses to the merits of the claims and class certification. Moreover,
4 throughout the Class and PAGA Periods, Defendant maintained facially lawful written policies regarding
5 many of the claims asserted.

6 43. In evaluating the proposed Settlement, Plaintiff and Class Counsel considered the
7 likelihood of obtaining and maintaining class certification of Plaintiff's class claims through trial and
8 being awarded 100-percent of the damages and penalties claimed, the risk that the Court may reverse a
9 favorable ruling on the merits on appeal, as well as the risk that any judgment entered in favor of Plaintiff
10 and the Class would not be recoverable due to Defendant's financial situation. These risks are obviated
11 by the proposed Settlement. Additionally, continued litigation would likely be extremely expensive and
12 time-consuming, reducing and substantially delaying any recovery by the Class. This proposed Settlement
13 guarantees that Class Members receive timely relief and avoid the risk of an unfavorable judgment.

14 44. Based on my experience litigating almost exclusively wage and hour claims, I believe for
15 settlement purposes it would be appropriate to discount the value of the Class claims to represent the risks
16 of failing to maintain class certification, the risks of not prevailing at trial, the risks associated with any
17 subsequent appeals, and the challenges Plaintiff would face collecting a substantial judgment. The Gross
18 Settlement Amount of \$325,000 is a fair and reasonable compromise of the claims alleged in the Action,
19 based on the strengths and weaknesses of the claims and the avoidance of further risk, and the time and
20 expense of pursuing the claims.

21 **Settlement Administration and Notice Procedure**

22 45. The parties agree that subject to the Court's approval, Apex Class Action, LLC, ("Apex")
23 will act as the third-party Administrator in this matter. My office has obtained a "not to exceed" from
24 Apex. The bid represents Apex's agreement that, based on the class size and distributions under the terms
25 of this Settlement, the costs for administration of the terms of this Settlement will not exceed a specified
26 monetary amount, which in this case is \$7,000.00. In addition to obtaining a bid from Apex, my office
27 obtained a bid from other reputable class action settlement administrators. Of the bids received, Apex's
28 was the lowest, and in my experience, is reasonable based on the size of the Class and the work required.

1 This is particularly true given the Gross Settlement Amount will be paid over the course of several months.

2 46. All of the awarded Administration Costs will be paid from the Gross Settlement Amount
3 upon completion of the duties required to be performed by the Administrator under the terms of the
4 Settlement Agreement, or as otherwise required by the Court.

5 47. The proposed Class Notice is accurate and informative. It summarizes the lawsuit,
6 including the contentions and denials of the parties and the proceedings to date, in plain language and in
7 an informative and coherent manner. The Class Notice notifies the Class Members of their reported
8 compensable workweeks and PAGA pay periods, and the estimated Individual Class Payment and
9 Individual PAGA Payment they will receive should they participate in the Settlement. The Class Notice
10 also fully informs Class Members of the terms and conditions of the Settlement, of its effect on their rights,
11 of their options as Class Members (i.e., to object, opt-out, or do nothing), and of the consequences of
12 exercising those options. The Class Notice also outlines the procedure and deadlines for opting out of the
13 settlement, for submitting objections to the settlement, and how to receive any payment the individual is
14 entitled to.

15 48. The Class Notice further states the amount of Class Counsel's request for attorneys' fees;
16 states the maximum amount that Class Counsel may be awarded as reimbursement for litigation costs;
17 states the amount of the proposed Class Representative Service Payment to be paid to Plaintiff; state the
18 maximum amount to be paid to the Administrator; states the amount to be allocated to PAGA Penalties;
19 states the date, time, and place of the Final Approval Hearing; and explains how Class Members can obtain
20 additional information.

21 49. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an
22 admission of liability by Defendant, that the Court has not ruled on the merits of this action, and that a
23 decision on whether final approval will be granted has yet to be made.

24 50. The proposed notice plan, which calls for first-class mailed notice to all Class Members,
25 as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent with class notices
26 approved by state and federal courts, and under the circumstances here, is the best notice practicable and
27 the method most likely to reach the greatest number of Class Members.

28 ///

Class Counsel's View of the Settlement

51. While the Gross Settlement Amount of \$325,000 represents a discount on the overall exposure to Defendant, assuming Plaintiff prevails on all issues pertinent to class certification, liability on all claims, and proven damages as estimated, this reduction is an extremely reasonable compromise considering the substantial risks Plaintiff and the Class face on class certification, liability, damages, and manageability.

52. Absent a settlement, the parties would likely spend considerable time, effort, and money on written discovery and depositions, including substantial meet and confer and motion work. Indeed, even if Plaintiff was successful at proving all of her claims at trial and recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or the Class.

53. As a result, the parties would incur substantially more attorneys' fees and costs through trial. Thus, in considering the adequacy and fairness of the proposed settlement, I acknowledged the cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and carefully considered the uncertain outcome and the risks associated with any litigation, particularly complex actions such as this. I am also mindful of the inherent problems of proof, and possible defenses to the claims asserted in the lawsuit. Although Plaintiff asserts that Defendant is liable to all Class Members for their unpaid wages, damages, and penalties, none of the claims are certain. While Plaintiff believes that the case possesses substantial merit, the litigation cannot legitimately be characterized as being one without risk or one where Plaintiff would inevitably prevail at trial. There is also a real risk that any judgment in favor of Plaintiff and the Class would not be recoverable due to Defendant's financial position.

54. In the absence of a settlement, Plaintiff and the Class would not see any monetary recovery for years, if ever, given Defendant's financial position, they were capable of paying a class and representative judgment. Granting approval of the Settlement, however, will guarantee payment of the Gross Settlement Amount of \$325,000.00, which would streamline the litigation process and ensure payment to Class Members who decide to participate in the Settlement. As demonstrated herein, the payments to Class Members are meaningful and provide the best resolution for this case considering the

1 risks involved in continuing litigation, the delay, and the expenses the parties will incur, and the fact that
2 this Court has not yet addressed the class certification, liability, and damages issues. Class Members will
3 receive a pro rata portion of the settlement, such that those who worked a greater number of workweeks,
4 and who presumably would have experienced more Labor Code violations, will receive a larger portion
5 of the settlement.

6 55. Furthermore, the Settlement includes an “Escalator Clause” which stipulates that the
7 parties agree if the total number of work weeks during the Class Period are determined to be in excess of
8 10-percent of the estimated 12,963 work weeks then the Gross Settlement Amount will be increased on a
9 pro rata basis for each work week above 14,259 work weeks.

10 56. Throughout this litigation, Defendant was represented by experienced counsel from
11 Gordon & Rees, Scully, Mansukhani, LLP, who mounted a strong defense against the claims asserted.
12 Throughout this litigation, Defendant has denied any liability for the claims alleged, contending among
13 other things, that they followed all applicable law with respect to Plaintiff’s and Class Members’
14 employment, that Class Members were timely paid all wages owed, were provided compliant meal and
15 rest periods, and were provided accurate itemized wage statements.

16 57. In reaching the proposed Settlement, Class Counsel carefully considered: the strength of
17 the case versus the amount offered in settlement; the risk, expense, and complexity and likely duration of
18 further litigation; the present state of the law as it applies to wage-and-hour class and representative
19 actions; the burdens of proof necessary to establish liability against Defendant; and Defendant’s financial
20 position. As set forth below, Class Counsel is well qualified to evaluate the class claims and viability of
21 defenses in this action based on our combined experience in other similar cases. As such, I strongly support
22 this settlement and believe it provides the best resolution for this action.

23 **The Class Representative Service Payment is Reasonable**

24 58. The Settlement Agreement provides that Plaintiff can request, and Plaintiff does so request,
25 a Class Representative Service Payment in the amount of \$5,000.00, which will be in addition to any
26 Individual Class Payment and Individual PAGA Payment she is entitled to receive as a Class Member.
27 Such service payments are routinely made in wage and hour class action cases such as this one, particularly
28 when, as here, Plaintiff initiated the action by seeking legal assistance from Class Counsel, assisted with

1 the preparation of the LWDA notice letter, complaints, and mediation brief, regularly communicated with
2 Class Counsel via telephone and email, provided and reviewed relevant documents and information, and
3 worked closely with Class Counsel throughout this litigation to prosecute the action and protect the
4 interests of the Class. Her participation was an essential element that allowed my firm to reach the
5 proposed settlement on behalf of the Class.

6 59. Plaintiff also assumed the risk of an adverse judgment and the financial responsibility of
7 such judgment by bringing and maintaining the action. By stepping forward as the class representative,
8 she jeopardized the availability of prospective employment because her name is now associated with a
9 lawsuit against her former employer.

10 60. Plaintiff has also agreed to a general release of her claims, which is an expansive release
11 that was not required of any other Class Members.

12 61. I believe that the requested Class Representative Service Payment in the amount of
13 \$5,000.00 for Plaintiff is fair and reasonable and is in line with awards granted in similar actions.

14 **The Requested Class Counsel Fees and Expenses Payments are Reasonable**

15 62. Class Counsel will request a Class Counsel Fees Payment in the amount of 35-percent of
16 the Gross Settlement Amount (i.e., \$113,750) and a Class Counsel Litigation Costs Payment for
17 reimbursement of actual litigation costs in an amount not to exceed \$16,000.

18 63. The Class Counsel Fees Payment is warranted and reasonable because of the substantial
19 work and effort incurred to achieve the settlement on behalf of the Class, and the real and significant
20 monetary relief obtained. This work includes, *inter alia*, preparing and filing a pre-litigation notice with
21 the LWDA; preparing and filing the complaint and amended complaint; conducting interviews with
22 Plaintiff and putative Class Members; performing legal and factual research; engaging in informal
23 document and information exchange; analyzing the timekeeping and payroll records for Plaintiff and other
24 Class Members; preparing for and participating in full-day mediation; and preparing the Settlement
25 Agreement and related settlement documents.

26 64. The Class Counsel Fees Payment request at final approval will be supported by a detailed
27 explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an
28 explanation of the amount of time worked on various tasks performed on behalf of Plaintiff and the Class.

1 Similarly, the Class Counsel Litigation Costs Payment request will be supported at the time of final
2 approval with an explanation of the amount and nature of the expenses incurred.

3 65. Although case law supports fee awards as high as 50-percent on common settlement funds
4 of less than \$10 million, Class Counsel's request for attorneys' fees in the amount of \$113,750,
5 representing 35-percent of the Gross Settlement Amount, is both reasonable and fair in light of the time,
6 money, and effort invested in this case to date.

7 66. My firm has committed, and continues to commit, significant financial and staffing
8 resources to the representation of Class Members. This work ultimately resulted in the proposed
9 settlement, which provides significant benefits to Class Members. Moreover, my firm undertook this
10 action on a contingency basis, thereby bearing all of the expenses of this very complex, risky, expensive,
11 and time-consuming litigation.

12 67. In making a fee request in a class action case, I always analyze the factors that a court must
13 consider in awarding fees. I believe that such circumstances exist here to justify the requested Class
14 Counsel Fees Payment of \$113,750, including (a) the work involved in achieving an excellent result for
15 the Class and bringing the action to an efficient conclusion; and (b) the associated risks to my firm in
16 taking a matter on a contingent basis.

17 68. All costs incurred were necessary for the prosecution of this action, would normally have
18 been billed to a client paying for Class Counsel's services on a non-contingency basis, and were reasonable
19 for a case such as this. Class Counsel's Litigation Costs Payment request for reimbursement of actual
20 litigation expenses, which will not exceed \$16,000, is reasonable, and all costs were necessarily incurred
21 in pursuit of the Settlement.

22 69. In my opinion, the requested Class Counsel Fees Payment and Class Counsel Litigation
23 Costs Payment takes into account the excellent result and the risk undertaken in bringing this case on a
24 purely contingent basis, advancing all costs to date, and deferring payment for all the time that Class
25 Counsel has worked on this case, with no guarantee that any of the fees and costs incurred would ever be
26 recovered.

27 70. I believe the requested Class Counsel Fees Payment and Class Counsel Litigation Costs
28 Payment are fair and reasonable, and that all fees and expenses were necessarily incurred in pursuit of the

1 Settlement. I believe that the time spent working on this case by attorneys and paralegals at my firm reflect
2 the reasonable and necessary amount of time needed to properly represent the interests of the Class.

3 **Provisional Certification of the Class is Appropriate**

4 71. For the purposes of settlement only, Plaintiff contends, and Defendant does not dispute,
5 that provisional certification of the Class is appropriate.

6 72. The Class definition is precise, objective, presently ascertainable, and makes abundantly
7 clear who is a Class Member.

8 73. Documents and information exchanged during the litigation reflect a class size of
9 approximately 201 Class Members. Thus, the proposed Class satisfies the numerosity requirement.

10 74. After reviewing the documents and data produced, I believe common issues of fact and law
11 predominate as to each of the claims alleged by Plaintiff, because the legality of Defendant's policies and
12 practices including, but not limited to, Plaintiff's allegation that Class Members were not timely paid all
13 wages owed, were not provided with legally compliant meal and rest periods, and were not provided wage
14 statements that comply with California law, are common questions applicable to all Class Members.

15 75. Throughout her employment with Defendant, Plaintiff performed the same or similar duties
16 as other Class Members and contend that they are similarly situated with the other Class Members.
17 Plaintiff was subject to the same policies and procedures during the relevant time period, which she
18 contends were applicable to all other Class Members. Plaintiff and other class members sustained the same
19 or similar damages resulting from Defendant's violations of California law. Therefore, the claims asserted
20 are typical of the Class and Subclasses she seeks to represent. Moreover, the issues central to this litigation,
21 which Plaintiff alleges on behalf of herself and all other similarly situated persons, include the following:

- 22 a. Whether Defendant failed to pay Class Members for all work performed;
23 b. Whether Defendant failed to provide Class Members with legally compliant meal
24 periods;
25 c. Whether Defendant failed to authorize and permit Class Members to take
26 uninterrupted, off-duty rest periods;
27 d. Whether Defendant failed to timely pay all wages due upon separation of
28 employment or pay the applicable waiting time penalties;

- e. Whether Defendant failed to provide accurate wage statements to Class Members;
- f. Whether Defendant violated Labor Code section 2802 by requiring Class Members to use their personal cell phones for work-related purposes; and
- g. Whether Defendant's practices constitute unfair business practices.

76. Plaintiff has no conflicts of interest with the Class and has, along with her counsel, worked toward a positive resolution of this action, demonstrating her interest in prosecuting this action and dedication to obtaining the best possible recovery for the Class. In addition, Plaintiff's interests are co-extensive with those of the Class, and she seeks relief identical to that sought by every other Class Member. Since all Class Members need to demonstrate the same elements to recover on their claims, the interests of Class Members are sufficiently aligned with those of Plaintiff, and Plaintiff can be expected to pursue the interests of all Class Members adequately. In addition, Plaintiff retained counsel with extensive experience in prosecuting complex wage and hour class actions, who have worked diligently to obtain the proposed Settlement for the Class. I believe that this case could not have continued without Plaintiff's efforts and desire to obtain this outcome for the Class. There are no known conflicts between Plaintiff, Class Counsel, and Class Members.

77. By consolidating more than 201 potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that promotes a better use of time, effort, and expenses for the litigants and the judicial system. Absent class treatment, similarly situated employees with small, but nevertheless potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time and expense required to prosecute individual actions. Accordingly, I believe class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

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78. It is my opinion that this Settlement is fair, reasonable, and adequate, and is in the best interests of the Class. The proposed Settlement is a good result by any measure, particularly so considering Defendant's formidable arguments against liability and damages. In light of these issues, and the fact that the Settlement was the product of arm's-length negotiations between highly experienced counsel with the assistance of a well-respected, neutral, third-party mediator, I believe that the Settlement should be preliminarily approved.


NATHAN J. REESE

EXHIBIT 1

CLASS ACTION AND PAGA ACTION SETTLEMENT AGREEMENT

Sheyniah Walker v. Juneshine, Inc., et al.
San Diego County Superior Court, Case No. 25CU020896C

This Class Action and PAGA Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Sheyniah Walker (“Plaintiff”) and Defendant Juneshine, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” This Agreement is made subject to approval of the Superior Court of the State of California for the County of San Diego (“Court”).

1. **DEFINITIONS.**

- 1.1. “Action” means the lawsuit entitled *Sheyniah Walker v. Juneshine, Inc., et al.*, filed in the Superior Court of the State of California for the County of San Diego, Case No. 25CU020896C.
- 1.2. “Address Search” means the Administrator’s investigation and search for current Class Member and/or PAGA Employee 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.
- 1.3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses related to the administration of the settlement, including, but not limited to, printing, calculating payment amounts, distributing payments, tax reporting, and providing necessary reports and declarations to the Court.
- 1.4. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.5. “Agreement” or “Settlement Agreement” means this Class Action and PAGA Action Settlement Agreement.
- 1.6. “Class” or “Settlement Class” means all persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, who were directly employed by Juneshine, Inc., during the period of April 16, 2021 through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.
- 1.7. “Class Counsel” means Nathan J. Reese and Monique R. Rodriguez of ARCH LEGAL, P.C. (formerly GRAHAMHOLLIS, APC), 3555 Fifth Avenue, Suite 200, San Diego, California, 92103.
- 1.8. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees incurred to prosecute the Action.

- 1.9. “Class Counsel Litigation Costs Payment” means the amount allocated to Class Counsel for reimbursement of reasonable litigation costs incurred to prosecute the Action.
- 1.10. “Class and PAGA Employee Data” means the list of all Class Members and PAGA Employees that Defendant will diligently compile from its records and provide to the Administrator, which shall include for each Class Member and/or PAGA Employee: full name, last-known mailing address, Social Security number, dates of employment, number of Workweeks worked during the Class Period, and number of Pay Periods worked during the PAGA Period.
- 1.11. “Class Member” or “Settlement Class Member” means a member of the Class, either as a Participating Class Member or a Non-Participating Class Member.
- 1.12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members in English, with Spanish translation, in the form, without material variation attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period of April 16, 2021, through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.
- 1.14. “Class Representative Service Payment” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of the State of California for the County of San Diego.
- 1.16. “Defendant” means Juneshine, Inc.
- 1.17. “Defense Counsel” means John E. Solis of Gordon & Rees, Scully, Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, California 92101.
- 1.18. “Effective Date” means the later of (a) the date of the Court's Final Approval Order, if no objection is filed; (b) the date on which the time for appeal has expired if an objection is filed and no appeal is thereafter filed; or (c) the date of the final resolution of any appeal that has been filed.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.21. “Gross Settlement Amount” means the non-reversionary amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00), plus employer taxes, that Defendant agrees to pay except as provided in Paragraph 8 below. The Gross Settlement Amount includes all Individual Class Payments, PAGA Payment, Class

Representative Service Payment, Administration Costs, Class Counsel's Attorneys' Fees, and Class Counsel Litigation Costs Payment.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the thirty-five percent (35%) of the PAGA Payment that is to be paid to the PAGA Employees on a pro rata basis calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency.
- 1.26. "LWDA Payment" means the sixty-five percent (65%) of the PAGA Payment that is to be paid to the LWDA under California Labor Code section 2699(m).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payment, Administration Costs, Class Counsel's Attorneys' Fees, and Class Counsel Litigation Costs Payment.
- 1.28. "Non-Participating Class Member" means any Class Member who requests exclusion from the settlement (i.e., opts out) by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "Objection" means a written statement submitted by a Class Member to the Court that objects to the terms of the Settlement.
- 1.30. "Objector" means a Class Member who timely and properly submits an Objection.
- 1.31. "PAGA" means the Private Attorneys General Act, California Labor Code section 2698 *et seq.*
- 1.32. "PAGA Employees" means all persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, who were directly employed by Juneshine, Inc., during the period of April 5, 2024, through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.
- 1.33. "PAGA Payment" means the Fifteen Thousand Dollars and Zero Cents (\$15,000.00) allocated from the Gross Settlement Amount to be paid as civil penalties under the Private Attorneys General Act, with sixty-five percent (65%) paid to the LWDA and thirty-five (35%) paid to the PAGA Employees.
- 1.34. "PAGA Period" means the period from April 5, 2024, through the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Parties” means Plaintiff Sheyniah Walker and Defendant Juneshine, Inc., collectively.
- 1.37. “Pay Period” means any pay period during which a PAGA Employee worked for Juneshine, Inc. for at least one day during the PAGA Period.
- 1.38. “Plaintiff” means Sheyniah Walker, the named plaintiff in the action.
- 1.39. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
- 1.40. “Released Class Claims” means the claims being released by Participating Class Members as described in Paragraph 5.1 below.
- 1.41. “Released PAGA Claims” means the claims being released by PAGA Employees as described in Paragraph 5.2 below.
- 1.42. “Released Parties” means Juneshine, Inc. and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.
- 1.43. “Request for Exclusion” means the Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.44. “Response Deadline” means forty-five (45) calendar days after the Administrator mail the Class Notice to Class Member, and shall be the last day on which Class Members may fax, e-mail, or mail either their (a) Requests for Exclusion from the Settlement, or (b) Objection to the Settlement. Class Members to whom the Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline.
- 1.45. “Waiting Time Sub-Class” means all Class Members who separated from their employment at any time during the Class Period.
- 1.46. “Workweek” means any calendar week during which a Class Member worked for Juneshine, Inc. for at least one day during the Class Period.

2. RECITALS.

2.1. On April 16, 2025, Plaintiff commenced this Action by filing a wage and hour class action complaint against Defendant. On June 9, 2025, Plaintiff filed a First Amended Complaint against Defendant, which is now the operative complaint (“Operative Complaint”). The Operative Complaint is brought on behalf of Plaintiff and all other persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, including those persons who were directly employed by Juneshine, Inc., a staffing agency, or another third-party during the relevant

period. The Operative Complaint alleges causes of action against Defendant for: (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for necessary business expenses; (8) violating California Business and Professions Code section 17200 et seq.; and (9) violating the Private Attorneys General Act.

2.2. Defendant denies all allegations in the Operative Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability for the causes of action alleged. This Agreement is a compromise of disputed claims and does not constitute an admission of liability or wrongdoing by Defendant or the Released Parties.

2.3. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA of the alleged Labor Code violations on March 7, 2025.

2.4. On September 11, 2025, the Parties participated in an all-day mediation presided over by mediator Lynn Frank, which led to this Agreement to resolve the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information and data, including Plaintiff's personnel file, Defendant's employment policies, and Class Member payroll and timekeeping records. Based on this investigation and analysis of data covering approximately 201 Class Members and 12,963 workweeks, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. Following extensive, good-faith, arm's-length negotiations between the Parties through their respective counsel, the Parties reached an agreement to resolve the Action. The material terms of the settlement were memorialized in a Memorandum of Understanding executed on September 11, 2025. This Agreement is the product of these non-collusive negotiations by skilled and well-informed counsel.

2.7. The Parties recognize the expense and length of continued proceedings necessary to prosecute and defend the Action through trial and appeal. The Parties have also considered the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Counsel for the Parties are aware of the advantages and disadvantages of the proposed Settlement. Based on their evaluation of the facts and law, the Parties believe that this Settlement is a fair, adequate, and reasonable compromise and is in the best interests of the Plaintiff, Class Members, and PAGA Employees.

2.8. The Court has not ruled on a request by Plaintiff for class certification, and the Parties have stipulated to certification of the Class for settlement purposes only.

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.** Except as otherwise provided in Paragraph 8 below, Defendant agrees to pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) and to separately pay any and all employer taxes owed on the wage portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. **To Plaintiff:** Class Representative Service Payment to Plaintiff Sheyniah Walker of not more than Five Thousand Dollars and Zero Cents (\$5,000.00), which is in addition to any Individual Class Payment and/or Individual PAGA Payment she may be entitled to receive as a Participating Class Member and/or PAGA Employee. Defendant will not oppose Plaintiff's Request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval of any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2. **To Class Counsel:** A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00), and a Class Counsel Litigation Costs Payment as reimbursement for reasonable, actual, and documented litigation costs. Defendant will not oppose requests for these payments. Class Counsel will file a motion for these payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves an amount for Class Counsel Fees Payment and/or Class Counsel Litigation Costs Payment that is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS Form 1099.

3.2.3. **To the Administrator:** Administration Costs to the Administrator in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. **To the LWDA and PAGA Employees:** A PAGA Payment in the amount of Fifteen Thousand Dollars (\$15,000.00) to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (\$9,750.00) allocated to the LWDA Payment for payment to the LWDA and thirty-five percent (35%) (\$5,250.00) allocated to the Individual PAGA Payments for payment to the PAGA Employees. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount.

3.2.4.1. *Calculation of Individual PAGA Payments.* The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' thirty-five percent (35%) share of the PAGA Payment (\$5,250.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods worked by each PAGA Employee. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments as one hundred percent (100%) penalties using an IRS Form 1099.

3.2.5. To Each Participating Class Member: The Net Settlement Amount shall be distributed to all Participating Class Members. The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. For purposes of this calculation, Members of the Waiting Time Sub-Class will be credited with an additional four (4) Workweeks. These additional Workweeks shall not be counted for purposes of the Escalator Clause set forth in Paragraph 8 of this Agreement.

3.2.5.1. *Tax Allocation of Individual Payments.* The Parties agree that thirty percent (30%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to standard payroll tax withholdings and will be reported using an IRS Form W-2. The remaining seventy percent (70%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported using an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.2.5.2. *Effect of Non-Participating Class Members on Calculation of Individual Payments.* Non-Participating Class Members will not receive any payment from the Net Settlement Amount. The Administrator will retain the amount that would have been paid to any Non-Participating Class Member in the Net Settlement Amount for distribution to all Participating Class Members on a pro rata basis, as described in section 3.2.5 above.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. **Class Workweeks.** Based on a review of its records from April 16, 2021 through and including July 31, 2025, Defendant estimates that there are 201 Class Members who collectively worked a total of 12,963 Workweeks.

4.2. **Class and PAGA Employee Data.** Not later than fourteen (14) calendar days after the date of the Preliminary Approval Order, Defendant will deliver the Class and PAGA Employee Data to the Administrator in a Microsoft Excel spreadsheet format. To protect the privacy rights of Class Members and PAGA Employees, the Administrator shall maintain the data in confidence, use it only for the purposes of administering this Settlement, and restrict access to

employees who require it to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel and the Administrator if it discovers any omissions or inaccuracies in the data provided and to furnish corrected or updated data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class and PAGA Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to the missing or omitted Class and PAGA Employee Data.

4.3. **Funding of Gross Settlement Amount.** Defendant shall fund the Gross Settlement Amount by making installment payments to the Administrator. Defendant shall also separately fund the full amount of the employer's share of any applicable payroll taxes. The installment payments shall be transmitted to the Administrator as follows:

4.3.1. **First Installment:** Defendant shall pay the first installment of Eighty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$81,250.00) to the Administrator no later than fourteen (14) calendar days after the date of the Preliminary Approval Order.

4.3.2. **Second Installment:** Defendant shall pay the second installment of One Hundred Twenty-One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$121,875.00) to the Administrator no later than fourteen (14) calendar days after the date of the Final Approval Order.

4.3.3. **Subsequent Installments:** Defendant shall pay six (6) equal monthly installments of Twenty Thousand Three Hundred Twelve Dollars and Fifty Cents (\$20,312.50) each. The first of these monthly installments shall be paid by the 15th day of the month immediately following the payment of the Second Installment, with subsequent payments due by the 15th day of each of the following five (5) months until the Gross Settlement Amount is fully funded.

4.4. **Payments from the Settlement Fund.** Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to PAGA Employees, the LWDA Payment to the LWDA, the Class Representative Service Payment, the Administration Costs, the Class Counsel Fees Payment, and the Class Counsel Litigation Costs Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and/or PAGA Employees via First-Class U.S. Mail, postage prepaid. The face of each check shall prominently state a void-after date that is not less than 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and PAGA Employees. If a recipient is both a Participating Class Member and a PAGA Employee, the payments may be combined into a single check. Before mailing any checks, the Administrator must update mailing addresses using the National Change of Address ("NCOA") Database.

4.4.2. The Administrator must conduct an Address Search for all Participating Class Members and PAGA Employees whose checks are returned as undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days

of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator is not required to take further steps to deliver checks if a re-mailed check is also returned as undeliverable. The Administrator shall promptly issue a replacement check to any Participating Class Member and PAGA Employee who requests one for a lost or misplaced check prior to the check's void date.

4.4.3. For any Participating Class Member's or PAGA Employee's check that remains uncashed after the 180-day void date, the Administrator shall transmit the funds represented by such uncashed checks to the California State Controller's Unclaimed Property Fund in the name of the respective individual. This will result in no "unpaid residue" subject to 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 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

5.1. **Released Class Claims by Participating Class Members.** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member, on behalf of themselves and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities or legal theories of relief that are based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) engaging in unlawful, unfair, and/or fraudulent business practices in violation of California Business and Professions Code section 17200 *et seq.* ("Released Class Claims") The Released Class Claims cover the entire Class Period. The *res judicata* effect of the Judgment as to the Released Class Claims shall be coextensive with the scope of the Released Class Claims.

5.2. **Released PAGA Claims by PAGA Employees.** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each PAGA Employee, on behalf of themselves and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims pursuant to the California Private Attorneys General Act (codified in California Labor Code section 2698 *et seq.*) based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7)

failing to reimburse for business expenses; and (8) requiring employees to agree to terms and conditions prohibited by law ("Released PAGA Claims"). The Released PAGA Claims cover the entire PAGA Period. The *res judicata* effect of the Judgment as to the Released PAGA Claims shall be coextensive with the scope of the Released PAGA Claims.

5.3. General Release by Plaintiff. Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, Plaintiff Sheyniah Walker, on behalf of herself and her heirs, executors, administrators, representatives, attorneys, successors, and assigns, will fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time had, claimed to have, or may have against the Released Parties, including, but not limited to, any and all claims arising out of, relating to, or resulting from her employment with and separation from employment with Defendant, including any claims arising under any federal, state, or local law relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; all claims for civil penalties under the Private Attorneys General Act ("PAGA"); all claims under California Business and Professions Code section 17200 et seq.; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel.

It is agreed that this is a general release and is to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this release does not extend to (a) any claims that cannot be released by law; (b) any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits; or (c) any claims for workers' compensation benefits. Plaintiff understands and expressly agrees that this Agreement extends to claims that she has against Released Parties of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to any incident or event occurring in whole or in part on or before the Effective Date. Plaintiff hereby expressly waives any and all rights granted under any state or federal law or regulation limiting the effect of this general release, including the provisions of section 1542 of the California Civil Code, which are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

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

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6. MOTION FOR PRELIMINARY APPROVAL

6.1. **Defendant's Responsibilities.** Within fourteen (14) calendar days of the full execution of this Agreement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Juneshine, Inc. disclosing all facts relevant to its financial status, all facts relevant to any actual or potential conflicts of interest with the Administrator, and whether it is aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Plaintiff's Responsibilities.** Class Counsel will expeditiously prepare and file the motion for preliminary approval ("Motion for Preliminary Approval"), which will include, but is not limited to: (i) the notice of, and memorandum in support of, the Motion for Preliminary Approval, which will include an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and a request for approval of the PAGA Settlement under Labor Code section 2699(s)(2); (ii) a proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of class data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all relevant facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Defendant, Class Counsel, or Defense Counsel; (iv) signed declaration from Plaintiff Sheyniah Walker confirming her willingness and competency to serve as the Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with the Class Members; and (v) a signed declaration from Class Counsel attesting to their competency to represent the Class and its timely transmission to the LWDA of all necessary PAGA documents.

6.3. **Responsibilities of Counsel.** Class Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, obtaining a prompt hearing date for the motion, and appearing in Court to advocate in favor of preliminary approval. Class Counsel shall be responsible for serving a copy of the Court's signed Preliminary Approval Order on the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. **Selection of Administrator.** The Parties have agreed to appoint the Administrator to administer the Settlement. The Parties and their counsel will represent to the Court that they have no financial interest or other relationship with the Administrator that would create a conflict of interest. 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. The Administrator shall also establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section

1.468B-1.

7.2. Notice to Class Members.

7.2.1. Not later than seven (7) calendar days after receiving the Class and PAGA Employee Data from Defendant, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Member Workweeks and PAGA Employee Pay Periods in the Class and PAGA Employee Data.

7.2.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class and PAGA Employee Data from Defendant, the Administrator will send to all Class Members identified in the Class and PAGA Employee Data, via First-Class U.S. Mail. The first page of the Class Notice shall prominently estimate the dollar amounts of the Individual Class Payment payable to the Class Member as a Participating Class Member and, if applicable, the Individual PAGA Payment payable to the PAGA Employee. The Class Notice will also state the number of Workweeks and, if applicable, Pay Periods used to calculate these amounts. Before mailing, the Administrator shall update all mailing addresses using the NCOA Database.

7.2.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by USPS as undeliverable, the Administrator shall re-mail the Class Notice to any forwarding address provided by USPS. If the USPS does not provide a forwarding address, the Administrator shall promptly conduct an Address Search for a more current address and re-mail the Class Notice to the most current address found. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.2.4. Response Deadline: Class Members shall have forty-five (45) calendar days after the Administrator mails the Class Notice to fax, e-mail, or mail either their (a) Request for Exclusion from the Settlement, (b) Objection to the Settlement, or (c) challenges to their Workweek and/or Pay Period calculations. Class Members to whom the Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.2.5. If the Administrator, Defendant, or Class Counsel are contacted by or discover any person who claims they should have been included in the Class and PAGA Employee Data but did not receive a Class Notice, the Parties will promptly meet and confer in good faith to determine whether to include the person as a Class Member. If the Parties agree, such persons will be entitled to the same rights as other Class Members, the Administrator will promptly send, via e-mail or overnight delivery, them a Class Notice requiring them to exercise the options under this Agreement no later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.3. Requests for Exclusion (Opt-Outs).

7.3.1. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion

not later than the Response Deadline. A valid Request for Exclusion must be faxed, e-mailed, or mailed, postmarked or transmitted, no later than the Response Deadline and must include the Class Member's name and address and reasonably communicate the Class Member's election to be excluded from the Settlement.

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

7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement and shall be entitled to all benefits and bound by the terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. Every Class Member who submits a timely and valid Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are PAGA Employees are deemed to have released the Released PAGA Claims under Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.4. Objections to Settlement.

7.4.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the terms, and/or the amounts requested for the Class Representative Service Award, Class Counsel Fees Payment, and/or Class Counsel Litigation Costs Payment.

7.4.2. Participating Class Members may either: (a) submit a written objection to the Administrator by fax, e-mail, or mail, postmarked or transmitted, no later than the Response Deadline, or (b) appear at the Final Approval Hearing, either in person or through their own attorney, to present verbal objections.

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

7.5. **Challenges to the Calculation of Workweeks and/or Pay Periods.** Each Class Member shall have until the Response Deadline to challenge the number of Workweeks, and if applicable, Pay Periods allocated to them in the Class Notice. Any such challenge must be communicated in writing to the Administrator via fax, e-mail, or mail. The Administrator shall encourage the challenging Class Member to submit supporting documentation. In the absence of contrary documentation, the Administrator is entitled to presume that the data in the Class Notice

is correct. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final, binding, and not subject to appeal or challenge. The Administrator shall promptly provide copies of all challenges and determinations to Class Counsel and Defense Counsel.

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

7.6.1. **Requests for Exclusion and Exclusion List:** The Administrator will review all Requests for Exclusion as they are received. No later than ten (10) calendar days after the expiration of the Response Deadline, the Administrator shall e-mail a final list to Class Counsel and Defense Counsel containing: (a) the names of all Class Members who submitted timely and valid Requests for Exclusion (the "Exclusion List"); (b) the names of all Class Members who submitted invalid or untimely Requests for Exclusion; and (c) copies of all submitted Requests for Exclusion (whether valid or invalid).

7.6.2. **Workweek and/or Pay Period Challenges:** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.6.3. **Weekly Reports:** On a weekly basis from the mailing of the Class Notice until the Response Deadline, the Administrator must provide written reports to Class Counsel and Defense Counsel tallying the number of: Class Notices mailed and re-mailed, Class Notices returned as undeliverable, Requests for Exclusion received, objections received, and challenges to Workweeks and Pay Periods received and/or resolved ("Weekly Report"). The Weekly Report must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.4. **Administrator's Declaration for Final Approval:** Not later than ten (10) calendar days before the deadline for Plaintiff to file the Motion for Final Approval, the Administrator shall provide Class Counsel and Defense Counsel with a signed declaration, suitable for filing with the Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, its efforts to locate Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, the total number of Requests for Exclusion received, the number of written objections received, and attaching a copy of the final Exclusion List. Class Counsel shall be responsible for filing this declaration with the Court.

8. ESCALATOR CLAUSE. The Gross Settlement Amount was calculated with, and is premised on, the understanding that as of July 31, 2025, there were approximately 201 Class Members who had worked a total of 12,963 Workweeks during the period of April 16, 2021, through and including July 31, 2025. The Parties agree that if the total number of Workweeks worked by all Class Members during the entire Class Period is determined to be in excess of ten percent (10%) of the estimated 12,963 Workweeks (i.e., above 14,259 Workweeks), then the Gross Settlement Amount will be increased on a pro rata basis for each Workweek above the 14,259 Workweek threshold. For the avoidance of doubt, the additional four (4) Workweeks credited to

members of the Waiting Time Sub-Class for purposes of calculating their Individual Class Payment pursuant to Paragraph 3.2.5 shall not be counted toward the total number of Workweeks for purposes of this Escalator Clause.

9. DEFENDANT'S RIGHT TO WITHDRAW FROM SETTLEMENT. If the number of Class Members who submit valid and timely Requests for Exclusion, as identified in the final Exclusion List provided by the Administrator, exceeds ten percent (10%) of the total number of all Class Members to whom a Class Notice was mailed, Defendant may, but is not obligated to, elect to withdraw from and terminate this Agreement. If Defendant elects to withdraw, this Agreement shall be void *ab initio* and shall have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Costs incurred up to the point of withdrawal. Defendant must notify Class Counsel and the Court in writing of its election to withdraw no later than seven (7) calendar days after the Administrator sends the final Exclusion List to Class Counsel and Defense Counsel. A failure by Defendant to provide timely notice shall be deemed a waiver of its right to withdraw from the Settlement.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2), a proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

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

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

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to

oppose such motions, writs, or appeals. If an Objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that certification of the Class is for settlement purposes only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter the Judgment, or if the Settlement is terminated for any other reason, this Agreement shall be null and void, and the Parties' stipulation to class certification for settlement purposes shall become void. In such an event, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.1. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel agree that until the Motion for Preliminary Approval is filed with the Court, they and each of them will not disclose, disseminate, or publicize the terms of this Agreement, directly or indirectly, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or communication, with any third party regarding this Agreement or the matters giving rise to this agreement before

the filing of the Motion for Preliminary Approval. If asked about the Action, the Parties and their counsel agree to respond only that "the matter has been resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations.

12.2. **No Solicitation.** The Parties and their respective counsel agree that they will not solicit, encourage, or otherwise assist any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members regarding their rights and options under the Settlement in accordance with Class Counsel's ethical obligations.

12.3. **Integrated Agreement.** This Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement and supersedes any and all prior oral or written representations, warranties, covenants, or agreements, including but not limited to the Memorandum of Understanding executed on September 11, 2025. No other representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants memorialized in this document.

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

12.5. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement, obtain Court approval, and effectuate the terms of this Agreement. This includes, without limitation, executing all necessary documents and taking all steps necessary to secure the prompt approval of the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary, the Parties will meet and confer in good faith to resolve the issue and, if necessary, seek the assistance of a mediator and/or the Court for resolution.

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

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

12.8. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.9. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, administrators, executors, representatives, successors, and assigns.

12.10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law principles.

12.11. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement is the product of negotiation and shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12. **Use and Return of Data.** The Class and PAGA Employee Data provided by Defendant to Class Counsel and the Administrator are for the sole purpose of administering this Settlement and shall not be used for any other purpose whatsoever.

12.13. **Headings.** The descriptive headings of any section or paragraph of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.14. **Calendar Days.** Unless otherwise specified, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a state or federal legal holiday, such date or deadline shall be extended to the next business day.

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

To Plaintiff: Nathan J. Reese, Esq.
Monique R. Rodriguez, Esq.
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
E-mail: nreese@archlegal.com; mrodriguez@archlegal.com

To Defendant: John E. Solis, Esq.
Gordon Reese Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, California 92101
Telephone: 619.696.6700
E-mail: jsolis@grsm.com

12.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Electronic (i.e., DocuSign), facsimile, or scanned signatures shall be deemed as valid and binding as original signatures. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.17. **Stay of Litigation.** Upon execution of this Agreement, the Parties agree that the Action shall be stayed for all purposes except those related to seeking approval and effectuating the terms of this Settlement. The Parties further stipulate to extend the five-year deadline to bring the Action to trial under California Code of Civil Procedure section 583.310 for the period during which this Settlement is being finalized, approved, and implemented.

ACCEPTED AND AGREED:

Date: 1/23/2026

Signed by: Sheyniah Walker
D6E5CB363B12423...
 Plaintiff Sheyniah Walker

Date: _____

Defendant Juneshine, Inc.
 By: Phil Frost

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

Date: January 23, 2026

Nathan Reese
 Nathan J. Reese, Counsel for Plaintiff Sheyniah Walker

Date: _____

John E. Solis, Counsel for Defendant Juneshine, Inc.

EXHIBIT A

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

Sheyniah Walker v. Juneshine, Inc., et al.
San Diego County Superior Court, Case No. 25CU020896C

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

You may be eligible to receive money from an employee class action and Private Attorneys General Act (“PAGA”) action lawsuit (“Action”) against Juneshine, Inc. (“Juneshine” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former Juneshine, Inc. employee, Sheyniah Walker, (“Plaintiff”) and seeks (1) payment of unpaid wages, restitution, and other relief for a class of persons who were classified as non-exempt, performed work for Juneshine in California, and were directly employed by Juneshine (“Class Members”) during the Class Period (April 16, 2021 through and including [Date]); and (2) civil penalties under the PAGA for all persons who were classified as non-exempt, performed work for Juneshine in California, and were directly employed by Juneshine during the PAGA Period (April 5, 2021 through and including [Date]) (“PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, your **Individual Class Payment** is estimated to be \$_____ (less withholding) and your **Individual PAGA Payment** is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. Be advised that if no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendant’s records showing that you worked _____ **workweeks** during the Class Period and _____ **pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Juneshine during the Class Period, you have two basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Juneshine that are covered by this Settlement (Released Class Claims). See Section 3 of this Notice. If you are also a PAGA Employee, in exchange for the Individual PAGA Payment, you will give up your right to assert the penalty claims against Juneshine that are covered by this Settlement (Released PAGA Claims). See Section 3 of this Notice.
Opt-Out (Exclude Yourself) of the Class Settlement Deadline is: [Date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and you will (1) no longer be eligible for an Individual Class Payment, and (2) no longer be able to object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. All PAGA Employees will receive an Individual PAGA Payment and give up their rights to assert the civil penalty claims against Juneshine that are covered by this Settlement (Released PAGA Claims). See Section 3 of this Notice.

Object to the Settlement Deadline is: [Date]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Challenge the Calculation of Your Workweeks/Pay Periods Deadline is: [Date]	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked during the PAGA Period. The number Workweeks and/or Pay Periods you worked according to Juneshine’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [date] . See Section 4 of this Notice.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
Date: [Date] Time: [Time]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Juneshine employee. The Action accuses Juneshine of violating California labor laws by failing to pay failing to timely pay minimum wages and/or regular wages; failing to timely pay overtime and/or double time wages; failing to provide compliant meal periods and/or pay premium wages; failing to provide rest periods and/or pay premium wages; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to reimburse for business expenses; and requiring employees to agree to terms and conditions prohibited by law, among other things. Based on the same violations Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act.

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

Plaintiff is represented by counsel in the Action (“Class Counsel”) and Juneshine is represented by counsel (“Defense Counsel”) See Section 9 below for their contact information.

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

So far, the Court has made no determination whether Juneshine or Plaintiff is correct on the merits. In the meantime, Plaintiff and Juneshine hired an experienced, neutral mediator, in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Juneshine have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Juneshine does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Juneshine has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- (1) Defendant Will Pay \$325,000.00 as the Gross Settlement Amount (Gross Settlement). Juneshine has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Cost Payment, and the Administrator’s costs. Assuming the Court grants Final Approval, Juneshine will fully fund the Gross Settlement Amount not less than six (6) months after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- (2) Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a) Up to \$113,750.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- b) Up to \$5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment
- c) Up to \$7,000.00 to the Administrator for services administering the Settlement.
- d) \$15,000.00 for the PAGA Payment, allocated 65% to the LWDA Payment for payment to the California Labor and Workforce Development Agency and 35% in Individual PAGA Payments to the PAGA Employees based on their share of Pay Periods worked during the PAGA Period.

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

- (3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.
- (4) Taxes Owed on Payments to Class Members. Plaintiff and Juneshine are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Juneshine will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms.

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

- (5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are deposited with the California State Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- (6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[Date]** ("Response Deadline"), that

you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Juneshine.

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

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

Participating Class Members will be bound by the following release:

Participating Class Member, on behalf of themselves and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities or legal theories of relief that are based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing

to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) engaging in unlawful, unfair, and/or fraudulent business practices in violation of California Business and Professions Code section 17200 *et seq.* (“Released Class Claims”). The Released Class Claims cover the entire Class Period. The *res judicata* effect of the Judgment as to the Released Class Claims shall be coextensive with the scope of the Released Class Claims.

- (10) PAGA Employees’ Release. After the Judgment is final, Juneshine has fully funded the Gross Settlement Amount, and Juneshine has separately paid all employer payroll taxes, PAGA Employees will be legally barred from asserting any of the Released PAGA Claims under the Settlement. This means you cannot sue, continue to sue, or be part of any other lawsuit against Juneshine or related entities for civil penalties for the PAGA Period based on facts, as alleged in the Action and resolved by this Settlement.

PAGA Employees will be bound by the following release:

Each PAGA Employee, on behalf of themselves and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims pursuant to the California Private Attorneys General Act (codified in California Labor Code section 2698 *et seq.*) based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) requiring employees to agree to terms and conditions prohibited by law (“Released PAGA Claims”). The Released PAGA Claims cover the entire PAGA Period. The *res judicata* effect of the Judgment as to the Released PAGA Claims shall be coextensive with the scope of the Released PAGA Claims.

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4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. For purposes of this calculation, Members of the Waiting Time Sub-Class will be credited with an additional four (4) Workweeks.
- (2) Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' thirty-five percent (35%) share of the PAGA Payment (\$5,250.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods worked by each PAGA Employee.
- (3) Workweek and Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Juneshine's records, are stated in the first page of this Notice. You have until **[Date]** ("Response Deadline") to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the class Settlement to the Administrator mail, e-mail, or fax by **[date]** (“Response Deadline”). The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Walker v. Juneshine, Inc.*, San Diego County Superior Court, case number 25CU020896C, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded by the Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the **[date]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Payment stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website **[administrator’s website]** or the Court’s website <https://www.sdcourt.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date] (“Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Walker v. Juneshine, Inc.*, San Diego County Superior Court, case number 25CU020896C, and include your name, current address, telephone number and approximate dates of employment for Juneshine and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on **[date]** at **[time]** in Department C-74 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of

the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely by Microsoft Teams using the link for the department. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION

The Agreement sets forth everything Juneshine and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [administrator's website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the San Diego County Superior Court website by going to <https://odyroa.sdcourt.ca.gov/> and inserting the case number for the Action.

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

Class Counsel

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mrodriguez@archlegal.com

Administrator

Apex Class Action, LLC
Mailing Address
City, State, Zip
Telephone: [Phone #]
Facsimile: [Fax #]
E-mail: [Email address]
Website: [website]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.

- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.
- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.

- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.

- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.

- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791 class members, and Judge David Cohn awarded 33% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.

Superior Court for the County of San Diego:

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.

- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.

- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.

- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.

- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.

- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.

- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.