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AMIYAH SUMNER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AMIYAH SUMNER, an individual, on her
own behalf and on behalf of all others
similarly situated,

Plaintiff,

vs.

THE INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES
COUNTY, a California non-profit corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV12754

**DECLARATION OF JASMINE BADAWI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Elaine Lu
Date: September 8, 2026
Time: 8:30 AM
Dept.: 9

Complaint Filed: April 30, 2025

DECLARATION OF JASMINE BADAWI

1 1. I am an attorney at law duly licensed to practice law in California and admitted to
2 practice before this Court. I was an associate attorney of Lipeles Law Group, APC (“LLG”), which
3 is attorney of record for Plaintiff Amiyah Sumner (“Plaintiff”) and the potential class in this
4 lawsuit.

5 2. I am over 18 years of age. I have personal knowledge of the facts set forth in this
6 declaration and could and would testify competently thereto.

7 3. I have no knowledge of the existence of any conflict of interest between me and/or
8 LLG and Plaintiff, on the one hand, and any Class Member, on the other hand.

9 4. Prior to filing the Complaint, Plaintiff’s Counsel conducted an initial investigation
10 of the facts and the law, and contacted potential witnesses at Defendant Information & Referral
11 Federation of LA Co., (“Defendant”), in California. I comprehensively investigated the applicable
12 law as applied to the facts discovered, regarding the suitability of the action for class treatment, the
13 claims of Plaintiff, and the damages claimed by Plaintiff. These witnesses corroborated the class-
14 wide claims in Plaintiff’s complaint and supported my belief that Plaintiff was a typical non-
15 exempt hourly-paid employee and as such was subject to the same policies and procedures that
gave rise to the claims of the Class.

16 5. On April 30, 2025, Plaintiff Amiyah Sumner commenced this Action (Case No. 25-
17 STCV12754) by filing a complaint alleging causes of action against Defendant for (1) failure to pay
18 overtime (Cal. Lab. Code §§ 510, 558, 1194, 1194.3, 1198; IWC Wage Order No. 4); (2) failure to
19 maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226; Wage
20 Order No. 4); (3) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–203; Wage
21 Order No. 4); (4) failure to reimburse business expenses (Cal. Lab. Code § 2802); (5) failure to pay
22 all sick leave wages when due (Cal. Lab. Code §§ 201-204, 218, 218.5, 233, 245, 246 *et seq.*); (6)
23 failure to allow inspection of employment records (Cal. Lab. Code § 1198.5); and (7) unfair
24 competition (Cal. Bus. & Prof. Code §§ 17200 *et seq.*).

25 6. On July 7, 2025, Plaintiff Amiyah Sumner filed a First Amended Complaint (“FAC”)
26 adding a claim for civil penalties pursuant to the Private Attorneys General Act (PAGA) (Cal.
27 Labor Code §§2699 *et seq.*). The FAC is the operative complaint in the Action.

1 7. Once the Action was filed, the Parties conducted extensive informal discovery,
2 investigation and arm's-length negotiations. Since approximately March 2025, I have conducted a
3 thorough investigation into the facts of this putative class action. The Parties exchanged and
4 analyzed documents. Information and data exchanges included detailed examination and analysis
5 of timecard data and payroll data. The parties agreed to participate in the cost-effective alternative
6 of settlement.

7 8. The informal discovery process culminated in a mediation scheduled for February
8 19, 2026. In preparing for the mediation, I reviewed various information and data produced by
9 Defendant, including, *inter alia*,: (1) extensive review and analysis of relevant documents,
10 including, but not limited to, documents relating to timecard and payroll data; (2) review of
11 relevant data regarding the size of the putative class; (3) detailed examination of data related to
12 Defendant's PAGA exposure; and (4) research with respect to the applicable law and the potential
13 defenses thereto.

14 9. This discovery allowed me to assess the merits and value of Plaintiff's claims, the
15 claims held by the Class Members, and Defendant's defenses.

16 10. Negotiations at the mediation were hotly contested. At the settlement meeting,
17 Defendant made the following arguments in their defense for which substantial "deductions" were
18 thought to be appropriate by Plaintiff's counsel and were applied to the maximum liability amount.
19 Defendant contended that it is their policy and practice to pay all wages for all time worked, that and
20 that Defendant did not require employees to perform off the clock work.

21 11. Further, Defendant adamantly contended that employees were not required to use
22 their cell phones, personal internet and computer monitors. Thus, those expenses are not
23 recoverable. Further, Defendant maintained that it complied with sick leave laws.

24 12. Despite Defendant's contentions, I believed that Defendant's overtime,
25 reimbursement and sick leave policies and practices, violated their employees' rights to proper wage
26 compensation and reimbursement.

27 13. From the data received from Defendant, Plaintiff constructed a damages model based
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on Defendant's exposure. Certain calculations are extrapolated to the Class since the analysis data was based on a 20% sample. As a result, certain calculations are multiplied by 5. The sample is statistically reliable because it is representative of the Class and is of sufficient size.

A. Failure to Pay Overtime Claim

Plaintiff assumed that Defendant's non-exempt, hourly employees' off the clock work was 5 minutes per shift. The average wage rate for all employees during the Class Period was \$22.28 per hour. The total number of unpaid overtime hours in the statutory period was 8,488 regular hours. Thus, the total amount of overtime owed equaled \$189,113.00 as of the date of mediation, February 19, 2026. (8,488 * 22.28).

B. Failure to Provide Accurate Wage Statements Claim

Concerning the wage statement claim,¹ the putative class was comprised of approximately 216 current employees during the one-year statutory period. There were 24 pay periods per year. The value of Plaintiff's wage statement claim was \$44,650.00, calculated as follows: Current employees (216, at the time of mediation) * \$2,350 (\$50.00 (initial violation) + \$100 (subsequent violations) = \$507,600.00.

C. Failure to Pay Wages on Termination Claim

Concerning waiting time penalties, the putative class is comprised of approximately 106 former employees during the statutory period. Plaintiff assumed 30 days per employee at 8 average shift hours per day, \$22.28 average rate of pay and 106 former employees each year are in the Section 203 subclass. The potential value of the waiting time penalty claim² for the Class Members who are former employees of Defendant is \$566,803.00, calculated as follows: 106 employees * 8 average shift hours per day * \$22.28 * 30 days = \$566,803.00.

¹ Labor Code §226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Labor Code §226 occurs and \$100 for each subsequent pay period, not to exceed \$4,000, as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally fails to provide accurate itemized statements to the employee causing the employee to suffer injury. There are 24 pay periods per year. The wage statement violation claim is derivative of Plaintiff's other claims and depends on the actual number of violations found to exist.

² Under Labor Code 203(a), Plaintiff and the Class are entitled to one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

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inspection of employment records claim is \$162,000.00, calculated as follows: \$750.00 x 216 = \$162,000.00. However, the ability to recover penalties for all class members is highly unlikely and depends on an individual inquiry as to whether each specific class member actually made a proper request for their records which was improperly denied by Defendant.

G. Unfair Competition

Concerning unfair competition, the restitution owed is \$475,046.00. Plaintiff's claim under the UCL is derivative of their other wage claims. Thus, Plaintiff is not likely to obtain a double recovery for the same harm. *See, e.g. Plotnick v. Meihaus* (2012) 208 Cal. App. 4th 1590, 1612 ("Even where there are multiple legal theories upon which recovery might be predicated, one injury gives rise to only one claim for relief.... Regardless of the nature or number of legal theories advanced by the plaintiff, he is not entitled to more than a single recovery for each distinct item of compensable damage supported by the evidence. Double or duplicative recovery for the same items of damage amounts to overcompensation and is therefore prohibited.")

H. Damages Model

The Damages Model manifested the following conclusions concerning Defendant's exposure, excluding interest:

<u>ALLEGATION</u>	<u>LIABILITY RISK</u>
Failure to Pay Overtime Claim	\$189,113.00
Failure to Issue Accurate Itemized Wage Statement Claim	\$507,600.00
Failure to Pay Wages on Termination Claim	\$566,803.00
Failure to Reimburse Business Expenses Claim	\$270,693.00
Failure to Pay Sick Leave Wages Claim	\$15,240.00
Failure to Allow Inspection of Employment Records	\$162,000.00
Unfair Competition	\$475,046.00
Total, excluding interest	\$2,186,495.00

The following chart shows the amount of PAGA penalties on the overtime claim only since based on Labor Code 2699(h)(3)(i) PAGA penalties cannot be stacked:

Number of Pay Periods in PAGA Period	6,318	
Number of Pay Periods in PAGA Period – Overtime	6,318	
PAGA Penalty for Overtime	\$631,800	\$100/\$100
Total PAGA penalties	\$631,800	

Since PAGA penalties cannot be stacked, the maximum recoverable PAGA penalties is \$631,800.00.

14. The \$375,000 proposed Gross Settlement Amount (“GSA”) represents a compromise of Defendant’s liability risk. The parties agreed to settle for \$375,000.00 with no claims process and no reversion to Defendant of any settlement monies remaining after all Participating Class Members claims are paid.

15. On February 19, 2026, the parties virtually attended via Zoom an all-day mediation with mediator Angela J. Reddock-Wright, Esq. (“Ms. Reddock-Wright”). Defense counsel and I selected Ms. Reddock-Wright as mediator based upon her experience in mediating wage and hour class action lawsuits. I attended on behalf of Plaintiff. Attorney Christine Starkie, Esq. of Kaufman Dolowich LLP, attended on behalf of Defendant. Plaintiff also remotely attended the mediation. *See* Declaration of Amiyah Sumner (“Sumner Decl.”), ¶ 6.

16. Discussion focused on the many disputed legal and factual issues. Counsel for both Parties analyzed the data provided by Defendant to estimate potential damages in the litigation. Arm’s-length negotiations were conducted in good faith. The negotiations were lengthy and hard-fought.

17. With Ms. Reddock-Wright’s help, we negotiated a class-wide resolution at the mediation. After a full day of negotiations, the parties agreed to settle for \$375,000.00 with **no reversion** to Defendant of any settlement monies remaining after all Participating Class Members are paid.

18. The Parties negotiated a long-form agreement over many months before executing the

Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement") by June 2026. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

19. I have evaluated the strengths of the class claims and assessed the range of potential outcomes of the litigation. In addition to disputing the merits of Plaintiff's claims, Defendant would strongly challenge any request for class certification. While I believe that this case was suitable for class certification because the policies at issue are amenable to treatment on a class-wide basis, there is always a significant risk associated with class certification proceedings and that uncertainty governed the settlement negotiations. Pursuit of the Action through trial would impose significant risks on the outcome of Plaintiff's claims. Plaintiff estimates that her likelihood of proving all her underlying claims is low and thus her likelihood of recovering the potential undiscounted amount or anything close to that amount is very unlikely. With respect to the claims asserted on behalf of the Class in this case, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to the following:

(i) The risk that Plaintiff would be unable to establish liability for allegedly unpaid overtime wages. *See Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 39 & fn. 33 (2014) ("*Duran*"), citing *Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-clock claims based on proof at trial). Defendant contends that it is their policy and practice to pay all wages for all time worked and that employees were not allowed to engage in off the clock work. Thus, not getting certified was a risk which Plaintiff considered during the negotiations.

(ii) Plaintiff must establish willfulness with respect to her waiting time penalties claim under Labor Code Section 203 as well as a knowing and intentional violation under Labor Code Section 226 for wage statement penalties. It should be noted that there is currently a split of authority as to whether such penalties can be obtained. *See e.g., Singletary v. Teavana Corporation*, 2014 WL 1760884, *4 (N.D. Cal. 2014) (noting that "the law in this area is murky at best" and holding that section 203 penalties are not applicable to meal and rest break claims). Plaintiff might not prevail in showing that Defendant acted with the requisite intent necessary for the alleged claims for penalties under Labor Code sections 203 and 226. Specifically, section 203 requires that a plaintiff show the employer committed a "willful" violation of the law in withholding wages. "A good faith dispute that

any wages are due will preclude imposition of waiting time penalties under Section 203.” 8 Cal. Code
Regs. § 13520. Similarly, penalties pursuant to section 226 require a “knowing and intentional”
violation. Defendant contends that they would present several good faith defenses that would preclude
a finding of willfulness under section 203 and intent under section 226.

(iii) The risk that any civil penalties award under PAGA could be reduced by the Court in its
discretion, which would materially impact the recovery by the Aggrieved Employees. *See* Labor Code
section 2699(e)(1).

(iv) The risk that lengthy appellate litigation could ensue, with associated litigation risk and
costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation.

(v) Although the PAGA penalties recoverable amounts to \$631,800, that amount is not
likely to bear fruit in this case. Most significantly, the ultimate decision as to the amount of penalties is
always up to the discretion of the Court.⁵ Since only 35% of any PAGA recovery reaches the
Aggrieved Employees (with the balance going to the state), the strength of Plaintiff’s potential
PAGA claims and the potentially limited recovery was a factor considered during settlement
negotiations. Here, the amount allocated to PAGA penalties is fair, reasonable and adequate in
view of PAGA’s purposes to remediate labor law violations and deter future ones in accordance
with *Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56.

(vi) The risk that the Court would find that Defendants’ reimbursement policies were

⁵ Labor Code § 2699(e)(2) states: “In any action by an aggrieved employee seeking recovery of a
civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the
maximum civil penalty amount specified by this part if, based on the facts and circumstances of the
particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
confiscatory.” Subdivision (a) states, “Notwithstanding any other provision of law, any provision of
this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
Development Agency or any of its departments, divisions, commissions, boards, agencies, or
employees, for a violation of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of himself or herself and other current or former
employees pursuant to the procedures specified in Section 2699.3.” Subdivision (f) specifies the
penalties in instances where the underlying statute does not specify any civil penalty. In other words,
where the facts and circumstances of the particular case demonstrate that an unreduced award would be
“unjust, arbitrary and oppressive, or confiscatory,” the court may reduce the award so as to ameliorate
any such finding.

compliant. Plaintiff claims that Class Members were not reimbursed for their personal internet and computer monitor use for business. Defendant maintained that employees were not required to use their personal internet and computer monitors. Thus, those expenses are not recoverable.

However, Plaintiff contended that Defendant failed to reimburse Plaintiff and Class Members. Thus, there was a significant risk that the Court would deny the expense reimbursement claim.

(vii) The risk that the Court would find that Defendant properly paid sick pay. Plaintiff contended that Defendant paid sick days at exactly the base rate, and did not include shift differentials/shift premiums into the sick pay rate. Defendant maintained that it complied with sick leave laws.

(viii) Moreover, Plaintiff faced the risk of a potentially prolonged and expensive trial.

20. Each of these factors bore heavily on the negotiations leading to the Settlement. In view of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount for these claims and warrants approval. Indeed, while the risks listed herein are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable in view of them. Pursuit of the Action through trial would impose significant risks on the outcome of Plaintiff's claims.

21. I anticipate that should this matter not resolve against Defendant, Defendant will defend themselves vigorously. I anticipate that Defendant will challenge every aspect of the claims, including whether they violated labor laws, the commonality of the claims such that this action could not be certified as a class action, and the damages claimed.

22. In light of the uncertainties of protracted litigation, the GSA reflects an excellent recovery for the Class Members.

23. The proposed settlement here is fair to the Class. Since the filing of the Complaint in April 2025, Plaintiff's counsel has conducted a comprehensive investigation and has reviewed voluminous documentary evidence relating to Defendant's overtime, reimbursement and sick leave policies and practices. Plaintiff's counsel has also participated in extensive informal discovery and meeting and conferring regarding negotiations. Moreover, Plaintiff remotely attended an all-day mediation with mediator Ms. Reddock-Wright. Thus, Plaintiff's Counsel negotiated the proposed Settlement with ample knowledge of the strengths and weaknesses of this case, the amounts necessary to compensate Class Members for their damages, and the benefits of the proposed

1 Settlement under the circumstances of this case. In addition, Plaintiff's Counsel and Defense
2 counsel, are experienced class action litigation and employment attorneys, and have used their
3 experience and expertise in fashioning a proposed Settlement that is acceptable to both parties.

4 24. Upon approval, Defendant will pay a non-reversionary GSA of \$375,000.00. After
5 deductions for proposed court-approved Settlement Administration Costs, attorneys' fees and costs,
6 LWDA PAGA Payment and the Enhancement Payment, the remaining Net Settlement Amount
7 ("NSA"), approximately \$202,250.00, will be distributed to all Class Members who do not request
8 exclusion. Current and former employees are not required to submit a claim form in order to receive
9 an Individual Class Payment. Class Counsel believes the Settlement is a fair and adequate amount
10 given the litigation risks and delays inherent in further litigation and appeals.

11 25. The proposed Settlement provides that Plaintiff will request, and Defendant will not
12 oppose, an award to Class Counsel in an amount not to exceed \$131,250.00 for attorneys' fees (35%
13 of the GSA), up to \$12,500.00 in Class Counsel's costs, Class Representative Service Payment of
14 \$10,000 to the Class Representative in recognition of her time, effort, and risk as a Class
15 Representative, a PAGA Penalty in the amount of \$10,000 (\$3,500 of which will go to the Aggrieved
16 Employees) and approximately \$9,000 in Settlement Administration Costs. The foregoing awards
17 amount to \$172,750 and Plaintiff therefore requests that the Court approve a total deduction of
18 \$172,750 from the \$375,000.00 GSA. Viewing the participation, service and risk payment as an
19 additional cost of litigation, in combination with the allocation for attorneys' fees, expenses and
20 costs, this total deduction of \$172,750 is within the range of attorneys' fees, expenses and costs
21 awarded in similar cases. *See e.g., Garrido v. American Air Liquide, Inc.*, No. BC485942, BC614586,
22 2018 WL 2267367, **1-2 (Cal. Super. Feb. 20, 2018); *Manzanares v. Irvine Scientific Sales*
23 *Company, Inc.*, No. BC574478, 2017 WL 4772976 *2, (Cal. Super. Apr. 20, 2017); *Velasco v. Knight*
24 *Port Services, LLC*, No. CIVDS1513403, 2016 WL 7655334, *2, (Cal. Super. Jan. 12, 2016); *Lacy*
25 *T v. The Oakland Raiders*, No. RG14710815, 2015 WL 13701077, *3 (Cal. Super. Mar. 3, 2015).

26 26. According to the information provided to me from Defendant, there are 353 potential
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Class Members. Thus, the average settlement share is projected to be \$572.95⁶. Class members will have 60 days from the mailing of the Class Notice to request exclusion or object, thereby providing ample time to review the Class Notice without unduly delaying the settlement. The Class Notice will be in English and Spanish. The NSA shall be allocated proportionally based on each such Class Member's workweeks during the Class Period.

27. If a Class Member fails to cash the check within 180 days, his or her pro rata share of the NSA will be remitted to California Controller's Unclaimed Property Fund in the name of the Class Member.

28. Those Class Members who do not request exclusion from the settlement will be bound by its terms, and will be releasing all claims against Defendant that were asserted or could have been asserted in this lawsuit, based on the facts and allegations asserted in the First Amended Complaint in this lawsuit, for the period of April 30, 2021 through March 19, 2026.

29. The following factors support the approval of the incentive award requested here for the Class Representative. First, the requested payment of \$10,000 for the Class Representative constitutes only 2.7% of the GSA. Second, the Class Representative spent a tremendous amount of time, approximately 30 hours, providing invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the Class Complaint; providing and explaining documents corroborating her allegations to Class Counsel; reviewing the Complaint and other pleadings filed with the Court by Plaintiff and Defendant; providing crucial information at settlement negotiations to rebut Defendant's arguments; remotely attending the all-day mediation; and participating in multiple conference calls and phone calls to discuss litigation and settlement strategy. The Class Representative has been actively involved in this litigation and has proven herself to be an invaluable resource of information throughout this litigation. Third, the requested \$10,000 service payment to the Class Representative falls well within the range of incentive awards typically awarded to class representatives in similar actions.

30. I believe that this proposed settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further

⁶ \$202,250.00 (NSA)/353 (putative class members) = \$572.95 (average award per class member).

litigation, and the tangible monetary benefits to be received by Class Members.

31. I will also apply for an attorneys' fee award of \$131,250.00, or 35% of the GSA of \$375,000.00 and for costs up to \$12,500.00. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My office incurred substantial attorneys' fees conducting pre-filing investigation, analyzing the claims, conducting legal research, reviewing documents produced by Defendant, performing substantial data analysis of employee timekeeping data and payroll records, preparing for and attending mediation, negotiating and reviewing the Settlement Agreement, preparing this Motion for Preliminary Approval, and otherwise prosecuting the case. I also anticipate incurring significant future attorneys' fees in appearing at the hearing on this Motion for Preliminary Approval, supervising the Notice process, fielding phone calls from Class Members after the Notice has been disseminated, and preparing the necessary Final Approval motions and appearing at the Final Approval Hearing.

32. Continuing to litigate this action against Defendant will be expensive and will take a considerable amount of time, with the eventual outcome entirely uncertain and there is a substantial risk that the Plaintiff could, especially after deductions for costs and expenses, end up with nothing.

33. I believe and assert that this settlement is a fair, adequate and reasonable settlement against Defendant, and is in the best interests of the Class Members.

34. I was an associate attorney at LLG. The overwhelming majority of LLG's cases involve employment/wage and hour lawsuits. In addition, LLG is or has been counsel or co-counsel in many employment-related class action lawsuits. California courts have certified classes in cases similar to the present Class in which Plaintiff's Counsel was appointed Class Counsel. *See e.g., Canseco v. Pampanga Food Company, Inc.*, Orange County Superior Court, Case No. 30-2016-00852698-CU-OE-CXC, February 13, 2019, (granting final approval in a rest break class action and approving me as adequate and competent class counsel); *Bernstein v. Alice and Olivia California Holdings, LLC, et al.*, Los Angeles Superior Court Case No. BC 661262, December 17, 2019, (granting final approval in an overtime and meal/rest break class action and approving me as adequate and competent class counsel); *Lagunas v. Impact Logistics, Inc. et al.*, San

Bernardino Superior Court Case No. CIVSD1815249, September 10, 2020, (granting final approval in an overtime, meal/rest break class action and approving me as adequate and competent class counsel); *Marroquin v. Food Castle, Inc. et al.*, Los Angeles Superior Court Case No. 21STCV22582, August 16, 2023 (granting final approval in an overtime, minimum wage and rest break class action and approving me as adequate and competent class counsel); *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-CU-OE-VTA, January 29, 2024 (granting preliminary approval in a wage and hour class action); *Lopez v. Vo Medical Center et al.*, Imperial County Superior Court Case No. ECU002625, September 30, 2024 (granting final approval in a wage and hour class action); *Rose v. Scarborough Lumber and Building Supply, Inc. dba Ace Hardware, et al.*, Santa Clara Superior Court, Case No. 24CV02298, January 8, 2026 (granting preliminary approval in a wage and hour class action); *Michael v. Point Quest, Inc.*, Sacramento Superior Court, Case No. 24CV016886, February 6, 2026 (granting preliminary approval in a wage and hour class action); *Dickson v. Berkeley Therapy Institute, Inc.* Alameda Superior Court Case No. 23CV036358, March 11, 2026 (granting final approval in a wage and hour class action); *Bethune v. Valley Light Center for Social Advancement*, Los Angeles Superior Court Case No. 24STCV29269, April 16, 2026 (granting preliminary approval in a wage and hour class action); *Wilson v. People Assisting the Homeless*, Los Angeles Superior Court Case No. 24STCV17152, May 5, 2026 (granting preliminary approval in a wage and hours class action); *Mack v. G Logistics*, Contra Costa County Superior Court Case No. 24-01900, May 20, 2026, (granting preliminary approval in a wage and hour class action); *Orozco v. 6th Street Cooling, LLC*, Imperial County Superior Court Case No. ECU003752, June 1, 2026, (granting preliminary approval in a wage and hour class action).

35. I received my J.D. from The University of LaVerne College of Law in 2021. After law school, I was employed by Kjar, McKenna & Stockalper as an associate attorney, where I practiced as a defense attorney. Thereafter, I was employed with The Legal Reps as an associate attorney where I worked on Plaintiff's personal injury cases. In April 2021, I began my prior associate attorney position with LLG where I practiced employment wage and hour law. I am

presently an associate attorney at Beverly Law.

36. My firm conducted an in-depth review of Plaintiff's lengthy payroll and time data, putative class data concerning the size and scope of the putative class, including the total class members during the applicable statutory periods. We drew on our extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.

37. Prior to the expiration of the period of time allotted for Class Members to make objections to the settlement, Plaintiff will file a motion and brief for fees and costs (to be heard at the same time as the Final Fairness Hearing) so that Class Members will be able to, if they elect to do so, review the fees motion prior to making objections or filing a claim. The fee brief will provide information regarding how attorneys' fees are calculated and a detailed lodestar analysis. The motion and brief for fees and costs will include, *inter alia*, an itemized listing of all costs incurred in litigating this case.

38. The \$131,250 attorneys' fees (35%), up to \$12,500.00 for the Class Counsel's costs, approximately \$9,000.00 expense from the \$375,000.00 GSA for the Settlement Administration Costs, the \$6,500 PAGA Payment to the LWDA (plus \$3,500 which will go to the Aggrieved Employees) as well as \$10,000 for the Class Representative as a Class Representative Service Payment, are within the range of attorneys' fees, litigation expenses, service payments, and administration expenses awarded in similar cases.

39. The parties selected Phoenix Class Action Administration Solutions ("Phoenix") an experienced claims administrator, to serve as the Settlement Administrator. *See* Declaration of Jodey Lawrence filed concurrently herewith.

40. A true and correct copy of Plaintiff's letter to the LWDA is attached hereto as **Exhibit B**.

41. A true and correct copy of the confirmation received from the LWDA of the filing of the proposed Settlement Agreement through their online system is attached hereto as **Exhibit C**.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 5,
2026, in Hermosa Beach, California.



JASMINE BADAWI

EXHIBIT A

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
3 between Plaintiff AMIYAH SUMNER individually and on behalf of all employees similarly
4 situated and Defendant INFORMATION & REFERRAL FEDERATION OF LA CO.
5 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
6 individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 Defendant captioned *Amiyah Sumner v. The Information and Referral Federation of Los*
10 *Angeles County*, case number 24STCV12754, initiated on April 30, 2025 and pending in the
11 Superior Court of the State of California, County of Los Angeles.

12 1.2. “Administrator” or “Phoenix” means Phoenix Class Action Administration
13 Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be
15 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
16 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
17 connection with Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employees” means all current and former hourly employees employed
19 by Defendant in California who were classified as non-exempt during the PAGA Period.

20 1.5. “Class” means all current and former hourly employees employed by Defendant in
21 California who were classified as non-exempt during the Class Period.

22 1.6. “Class Counsel” means Kevin Lipeles, Esq., Thomas Schelly, Esq. and Jasmine
23 Badawi, Esq. of Lipeles Law Group, APC.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’
26 fees and expenses, respectively, incurred to prosecute the Action.

27 1.8. “Class Data” means Class Member identifying information in Defendant’s
28 possession including the Class Member’s name, last-known mailing address, Social
Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

 1.10. “Class Member Address Search” means the Administrator’s investigation and
search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from **April 30, 2021 through March 19, 2026.**

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

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

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means the named Defendant, Information & Referral Federation of LA Co.

1.17. "Defense Counsel" means Christine Starkie, Esq. of Kaufman Dolowich LLP.

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

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the judgment entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means **\$375,000.00** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from **May 3, 2024 to March 19, 2026.**

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties, \$10,000 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Amiyah Sumner, the named plaintiff in the Action.

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

1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released Parties" means: Defendant and each of its former and present shareholders, partners, members, managers, owners, officers, directors, employees, agents, representatives, attorneys, insurers, payroll providers, joint ventures, predecessors, successors, and assigns, subsidiaries, affiliates, and any individual or entity that could be liable for any of the released class and PAGA claims

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expired Response Deadline.

1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1. On April 30, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Premium Overtime Wages Due; (2) Failure to Maintain and Provide Accurate Itemized Wage Statements; (3) Failure to Pay Wages Due Upon Termination; (4) Failure to Reimburse Business Expenses; (5) Failure to Pay All Sick Leave Wages When Due; (6) Failure to Allow Inspection of Employment Records; and (7) Unfair Competition. On July 7, 2025, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §§2699, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Complaint and Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On February 19, 2026, the Parties participated in an all-day mediation presided over by Angela J. Reddock-Wright which led to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery the following documents: a sampling of paystub and timecard data. 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*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$375,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$131,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$9,000.00 except for a showing of good cause and as approved by the Court.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each participating Settlement Class Member according to the number of workweeks worked, so that the amount distributed to the Settlement Class equals 100% of the Net Settlement Amount.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00)

allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$3,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. PAGA penalties shall be treated as 100% penalties.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as if the date of mediation, Defendant estimated there are 353 Class Members who collectively worked a total of **25,465** Workweeks in the Class Period.

4.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 65 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel

1 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
2 Service Payment shall not precede disbursement of Individual Class Payments and Individual
3 PAGA Payments. Any portion of the Class Counsel Fees Payment and Class Counsel Litigation
4 Expenses Payment not awarded to Plaintiff's Counsel and the Class Representative Service
5 Payment not awarded to the Class Representative will be available for distribution to Settlement
6 Class Members as part of the Net Settlement Amount.

7 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class U.S.
9 Mail, postage prepaid. The face of each check shall prominently state the date (not less
10 than 180 days after the date of mailing) when the check will be voided. The
11 Administrator will cancel all checks not cashed by the void date. The Administrator
12 will send checks for Individual Settlement Payments to all Participating Class Members
13 (including those for whom Class Notice was returned undelivered). The Administrator
14 will send checks for Individual PAGA Payments to all Aggrieved Employees including
15 Non-Participating Class Members who qualify as Aggrieved Employees (including
16 those for whom Class Notice was returned undelivered). The Administrator may send
17 Participating Class Members a single check combining the Individual Class Payment
18 and the Individual PAGA Payment. Before mailing any checks, the Administrator must
19 update the recipients' mailing addresses using the National Change of Address
20 Database.

21 4.4.2 The Administrator must conduct a Class Member Address Search for all other
22 Class Members whose checks are returned undelivered without USPS forwarding
23 address. Within 7 days of receiving a returned check the Administrator must re-mail
24 checks to the USPS forwarding address provided or to an address ascertained through
25 the Class Member Address Search. The Administrator need not take further steps to
26 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
27 The Administrator shall promptly send a replacement check to any Class Member
28 whose original check was lost or misplaced, requested by the Class Member prior to
the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual
PAGA Payment check is uncashed and cancelled after the void date, the
Administrator shall transmit the funds represented by such checks to the California
Controller's Unclaimed Property Fund in the name of the Class Member, thereby
leaving no "unpaid residue" subject to the requirements of California Code of Civil
Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the
entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved

Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that as a matter of law cannot be waived, including, but not limited to, for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred or accrued at any time during the Class Period, including, without limitation, any and all claims involving any alleged: (a) failure to pay premium overtime wages due; (b) failure to maintain records and provide accurate itemized wage statements; (c) failure to pay wages due upon termination; (d) failure to reimburse business expenses; (e) failure to pay all sick leave wages when due; (f) failure to allow inspection of employment records and (g) unfair competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: Plaintiff, as the PAGA representative, on behalf of the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice arising during the PAGA Period, including, without limitation, any and all claims involving any alleged (a) failure to pay premium overtime wages due; (b) failure to maintain records and provide accurate itemized wage statements; (c) failure to pay wages due upon termination; (d) failure to reimburse business expenses; (e) failure to pay all sick leave wages when due; and (f) failure to allow inspection of employment records.

6. **MOTION FOR PRELIMINARY APPROVAL.** As soon as practicable after the execution of this Agreement, Plaintiff's Counsel shall prepare and file a Motion for Preliminary Approval of the Settlement, such Motion for Preliminary Approval to be first sent to Defendant's counsel before filing with the Court.

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

7. **SETTLEMENT ADMINISTRATION.**

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

7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4 **Notice to Class Members.**

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than

1 14 days after receiving the Class Data, the Administrator will send to all Class
2 Members identified in the Class Data, via first-class United States Postal Service
3 (“USPS”) mail, the Class Notice, substantially in the form attached to this
4 Agreement as **Exhibit 1**. The first page of the Class Notice shall prominently estimate
5 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
6 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
7 applicable) used to calculate these amounts. Before mailing Class Notices, the
8 Administrator shall update Class Member addresses using the National Change of
9 Address database.

10 7.4.3 Not later than 3 business days after the Administrator’s receipt of any
11 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS does
13 not provide a forwarding address, the Administrator shall conduct a Class Member
14 Address Search, and re-mail the Class Notice to the most current address obtained.
15 The Administrator has no obligation to make further attempts to locate or send the
16 Class Notice to Class Members whose Class Notice is returned by the USPS a
17 second time.

18 7.4.4 The deadlines for Class Members’ written objections, Challenges to
19 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
20 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all
21 Class Members whose notice is re-mailed. The Administrator will inform the Class
22 Member of the extended deadline with the re-mailed Class Notice.

23 7.4.5 If the Administrator, Defendant, Defense Counsel or Class Counsel is
24 contacted by or otherwise discovers any persons who believe they should have been
25 included in the Class Data and should have received Class Notice, the Parties will
26 expeditiously meet and confer in person or by telephone, and in good faith, in an
27 effort to agree on whether to include them as Class Members. If the Parties agree,
28 such persons will be Class Members entitled to the same rights as other Class
29 Members, and the Administrator will send, via email or overnight delivery, a Class
30 Notice requiring them to exercise options under this Agreement not later than 14
31 days after receipt of Class Notice, or the deadline dates in the Class Notice,
32 whichever are later.

33 7.5 Requests for Exclusion (Opt-Outs).

34 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
35 Settlement must send the Administrator, by fax, email, or mail, a signed written
36 Request for Exclusion not later than 60 days after the Administrator mails the Class
37 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
38 mailed). A Request for Exclusion is a letter from a Class Member or his/her
39 representative that reasonably communicates the Class Member’s election to be
40 excluded from the Settlement and includes the Class Member’s name, address and
41 email address or telephone number. To be valid, a Request for Exclusion must be

timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks/PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the

1 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees
2 Payment, Class Counsel Litigation Expenses Payment and/or Class Representative
3 Service Payment.

4 7.7.2 Participating Class Members may send written objections to the
5 Administrator, by fax, email, or mail. In the alternative, Participating Class Members
6 may appear in Court (or hire an attorney to appear in Court) to present verbal
7 objections at the Final Approval Hearing. A Participating Class Member who elects
8 to send a written objection to the Administrator must do so not later than 60 days
9 after the Administrator's mailing of the Class Notice (plus an additional 14 days for
10 Class Members whose Class Notice was re-mailed).

11 7.7.3 Non-Participating Class Members have no right to object to any of the
12 class action components of the Settlement.

13 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
14 be performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
16 establish and maintain and use an internet website to post information of interest to
17 Class Members including the date, time and location for the Final Approval Hearing
18 and copies of the Settlement Agreement, Motion for Preliminary Approval, the
19 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
20 Motion for Class Counsel Fees Payment, Litigation Expenses Payment and Class
21 Representative Service Payment, the Final Approval and the Judgment. The
22 Administrator will also maintain and monitor an email address and a toll-free
23 telephone number to receive Class Member calls, faxes and emails.

24 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
25 will promptly review on a rolling basis Requests for Exclusion to ascertain their
26 validity. Not later than 5 days after the expiration of the deadline for submitting
27 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
28 Defense Counsel containing (a) the names and other identifying information of Class
Members who have timely submitted valid Requests for Exclusion ("Exclusion
List"); (b) the names and other identifying information of Class Members who have
submitted invalid Requests for Exclusion; and (c) copies of all Requests for
Exclusion from the Settlement submitted (whether valid or invalid).

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

for Exclusion and objections received.

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

7.8.5 Administrator's Declaration. Not later than 21 court days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimated that, as of the date of mediation, there were 25,465 workweeks in the Class Period.

8.1 Escalator Clause: If the number of Workweeks worked by Class Members during the Class Period is more than 10% greater than this estimate (the "Buffer"), Defendant may, at its option, agree to either: (1) increase the settlement amount on a proportional basis beyond the 10% Buffer; or (2) limit the released time period to a number of workweeks correlated to the GSA, with the GSA remaining the same. Under no other circumstances shall Defendant be required to pay more than the GSA plus any employer-side taxes except as provided for in this section.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If either (i) 10% or more the Settlement Class members, or, (ii) a number of Settlement Class members whose shares of the Net Settlement Amount is 10% more or elect not participate in the settlement, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if

Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not
2 affect the amount of the Net Settlement Amount.

3 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
10 modify the Court's award of the Class Representative Service Payment or any payments to
11 Class Counsel shall not constitute a material modification of the Judgment within the meaning
12 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

16 **12. ADDITIONAL PROVISIONS.**

17 12.1 No Admission of Liability, Class Certification or Representative Manageability
18 for Other Purposes. This Agreement represents a compromise and settlement of highly
19 disputed claims. Nothing in this Agreement is intended or should be construed as an
20 admission by Defendant that any of the allegations in the Operative Complaint have merit or
21 that Defendant has any liability for any claims asserted; nor should it be intended or
22 construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
23 The Parties agree that class certification and representative treatment is for purposes of this
24 Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final
25 Approval or enter Judgment, Defendant reserves the right to contest certification of any
26 class for any reasons, and Defendant reserves all available defenses to the claims in the
27 Action, and Plaintiff reserves the right to move for class certification on any grounds
28 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
willingness to settle the Action will have no bearing on, and will not be admissible in
connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
terms of the Agreement directly or indirectly, specifically or generally, to any person,
corporation, association, government agency, or other entity except: (1) to the Parties'
attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
response to an inquiry or subpoena issued by a state or federal government agency. Each

1 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry,
2 or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense
3 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
4 communication, before the filing of the Motion for Preliminary Approval, with any third
5 party regarding this Agreement or the matters giving rise to this Agreement except to
respond only that “the matter was resolved,” or words to that effect. This paragraph does not
restrict Class Counsel’s communications with Class Members in accordance with Class
Counsel’s ethical obligations owed to Class Members.

6 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
7 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
8 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
ethical obligations owed to Class Members.

9 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
10 Agreement together with its attached exhibit shall constitute the entire agreement between the
11 Parties relating to the Settlement, superseding any and all oral representations, warranties,
covenants, or inducements made to or by any Party.

12 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
to effectuate its terms, and to execute any other documents reasonably required to effectuate the
terms of this Agreement including any amendments to this Agreement.

15 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
17 the Settlement Agreement, submitting supplemental evidence and supplementing points and
18 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
or content of any document necessary to implement the Settlement, or on any modification of
the Agreement that may become necessary to implement the Settlement, the Parties will seek the
19 assistance of a mediator and/or the Court for resolution.

20 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
21 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 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.

23 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
Part 10, as amended) or otherwise.

25 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27

representatives, and approved by the Court.

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

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

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of the Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destructions, of the Class Data.

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

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

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

To Plaintiff: Kevin A. Lipeles, Esq.

1 Thomas H. Schelly, Esq.
2 LIPELES LAW GROUP, APC
3 1060 Aviation Blvd, Suite 100
4 Hermosa Beach, California 90254

5 To Defendant: Christine Starkie (Bar No. 226534)
6 KAUFMAN DOLOWICH LLP
7 425 California Street, Suite 2100
8 San Francisco, California 94104

9 12.18 Execution in Counterparts. This Agreement may be executed in one or more
10 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
11 Agreement, shall be accepted as an original. All executed counterparts and each of them will be
12 deemed to be one and the same instrument if counsel for the Parties will exchange between
13 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
14 prove the existence and contents of this Agreement.

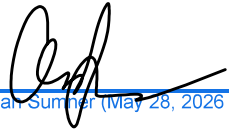
15 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of
17 this Agreement, the Parties further agree,

18 12.20 that pursuant to CCP section 583.330, to extend the date to bring a case to trial under
19 CCP section 583.310 for the entire period of this settlement process.

20 Signatures on following page.
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22
23
24
25
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28

1 DATED: 05 28
2 _____, 2026

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

3 
4 _____
5 Amiyah Sumner (May 28, 2026 13:47:21 PDT)

AMIYAH SUMNER

6 DATED: 06/04
7 _____, 2026

DEFENDANT:

8 DocuSigned by:
9 
10 _____

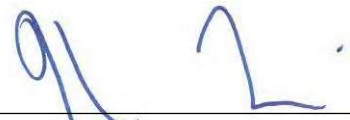
11 8B2A9761DE2C48A
12 INFORMATION & REFERRAL
13 FEDERATION OF LA CO.

Executive Director

14 **APPROVED AS TO FORM:**

15 DATED: May 28, 2026

16 **CLASS COUNSEL:**
17 **LIPELES LAW GROUP, APC**

18 
19 By: _____
20 Kevin A. Lipeles
21 Thomas H. Schelly
22 Jasmine Badawi
23 Attorneys for Plaintiff
24 AMIYAH SUMNER

25 **APPROVED AS TO FORM:**

26 DATED: 6/04
27 _____, 2026

28 **COUNSEL FOR DEFENDANT:**
KAUFMAN DOLOWICH LLP

By: _____
Christine Starkie
Attorneys for Defendant
INFORMATION & REFERRAL
FEDERATION OF LA CO.

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Exhibit 1

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

***Amiyah Sumner v. Information & Referral Federation of LA Co.,
Los Angeles County Superior Court Case No. 25-STCV12754***

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

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Information & Referral Federation of LA Co., a California non-profit corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Amiyah Sumner (“**Plaintiff**”) and seeks (1) payment of back wages and other relief for a class of hourly, non-exempt employees who worked for Defendant during the Class Period (April 30, 2021, through March 19, 2026) (“**Class Members**”); and (2) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (May 3, 2024 through March 19, 2026) (“**Aggrieved 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 \$ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be \$ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [insert number] workweeks** during the Class Period and **you worked [insert number] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(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 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

1 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California
3 labor laws by failing to pay overtime, wages due upon termination, reimbursable expenses, failing to
4 issue accurate itemized wage statements, failing to pay sick leave wages and failing to allow inspection
5 of employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair competition
(Cal. Bus. & Prof. Code § 17200) and civil penalties under the California Private Attorneys General Act
(Labor Code §§ 2698, et seq.) (“**PAGA**”). Plaintiff is represented by attorneys in the Action: Kevin A.
Lipeles, Thomas H. Schelly and Jasmine Badawi, of Lipeles Law Group, APC (“**Class Counsel**”).

6 Defendant strongly denies violating any laws or failing to pay any wages and contend they
7 complied with all applicable laws.

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

9 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.
10 In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve
11 the Action by negotiating to end the case by agreement (settle the case) rather than continuing the
12 expensive and time-consuming process of litigation. The negotiations were successful. By signing a
13 lengthy written settlement agreement (“**Agreement**”) and agreeing to jointly ask the Court to enter a
14 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a
15 proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed
16 Settlement is a compromise of disputed claims. By agreeing to settle, Defendant 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) Defendant has agreed to pay a fair, reasonable and
adequate amount considering the strength of the claims and the risks and uncertainties of continued
litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The
Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
Notice, and scheduled a hearing to determine Final Approval.

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

- 18 1. Defendant Will Pay \$375,000.00 as the Gross Settlement Amount (“**Gross Settlement**”).
19 Defendant has agreed to deposit the Gross Settlement into an account controlled by the
20 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
21 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
22 Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be
23 paid to the California Labor and Workforce Development Agency (“**LWDA**”). Assuming the
24 Court grants Final Approval, Defendant will fund the Gross Settlement as follows: Defendant
shall deposit the Gross Settlement (including the amount of any increase to the Gross Settlement
pursuant to the Escalator Clause) and the employer’s side of payroll taxes on the portion allocated
as wages with the Administrator not more than 14 days after the Effective Date. 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.
- 25 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff
26 and/or Class Counsel will ask the Court to approve the following deductions from the Gross
Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- 27 A. Up to \$131,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees

and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$9,000.00 to the Administrator for services administering the Settlement.

C. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

D. Up to \$10,000 to the named plaintiff Amiyah Sumner for service to the Action.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“**Wage Portion**”) and 80% to interest and penalties (“**Non-Wage Portion**”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the California 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 [insert date], 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 [insert date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

1 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
2 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
3 Defendant based on the PAGA Period facts alleged in the Action.

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

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

24 All Participating Class Members, on behalf of themselves and their respective former and
25 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
26 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
27 based on the facts stated in the Operative Complaint and that occurred or accrued at any time
28 during the Class Period, including, any and all claims involving any alleged: (a) failure to pay
premium overtime wages due; (b) failure to maintain records and provide accurate itemized
wage statements; (c) failure to pay wages due upon termination; (d) failure to reimburse
business expenses; (e) failure to pay all sick leave wages when due; (f) failure to allow
inspection of employment records and (g) unfair competition.

Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class
Members do not release any other claims, including claims for vested benefits,
wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers’ compensation, or claims
based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. All Aggrieved Employees are deemed to release,
on behalf of themselves and their respective former and present representatives, agents,
attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
claims for PAGA penalties that were alleged, or reasonably could have been alleged,
based on the facts stated in the Operative Complaint, and the PAGA Notice arising

during the PAGA Period, including, any and all claims involving any alleged (a) failure to pay premium overtime wages due; (b) failure to maintain records and provide accurate itemized wage statements; (c) failure to pay wages due upon termination; (d) failure to reimburse business expenses; (e) failure to pay all sick leave wages when due; and (f) failure to allow inspection of employment records.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[insert date]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Amiyah Sumner v. Information & Referral Federation of LA Co.* (Los Angeles County Superior Court Case No. 25-STCV12754), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [insert 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 Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website XXXX or the Court's website at <https://www.lacourt.ca.gov/pages/lp/access-a-case>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [insert date].** 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 *Amiyah Sumner v. Information & Referral Federation of LA Co.* (Los Angeles County Superior Court Case No. 25-STCV12754) and include your name, current address, telephone number, and approximate dates of employment for Defendant, 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 [insert date] at [insert time] in Department 9 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

1 You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect
([https://www. https://lacc.lacourt.org/](https://www.lacc.lacourt.org/)). Check the Court's website for the most current information.

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

5 **9. HOW CAN I GET MORE INFORMATION?**

6 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed
7 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is
8 to go to the Administrators's website at XXXX. You can also telephone or send an email to Class Counsel
9 or the Administrator using the contact information listed below, or consult the Superior Court website by
10 going to <https://www.lacourt.ca.gov/pages/lp/access-a-case> and entering the Case Number for the Action,
11 Case No. 25-STCV12754.

12 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT 13 THE SETTLEMENT.**

14 Class Counsel:

15 LIPELES LAW GROUP, APC
16 Kevin A. Lipeles, Esq. (kevin@kallaw.com)
17 Thomas H. Schelly, Esq. (thomas@kallaw.com)
18 1060 Aviation Blvd., Suite 100
19 Hermosa Beach, California 90254
20 Telephone: (310) 322-2211

21 Settlement Administrator:

22 Phoenix Settlement Administrators
23 Mailing Address: P.O. Box 7208

24 Orange, CA 92863
25 Telephone: (800) 523-5773
26 Email: info@phoenixclassaction.com

27 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

28 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 Controller's Unclaimed Property Fund
(https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

April 30, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

The Information and Referral Federation of Los Angeles County
526 W. Las Tunas Drive
San Gabriel, CA 91776

Re: *Sumner v. The Information and Referral Federation of Los Angeles County*

Dear The Information and Referral Federation of Los Angeles County:

This office represents Amiyah Sumner. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, to issue accurate wage statements, to pay wages on termination and/or resignation, to pay all sick leave wages, to reimburse business expenses, to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against The Information and Referral Federation of Los Angeles County. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2))

Defendant was required to pay its employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members were required to clock in on ADP, but they would not get paid until they took their first call several minutes later. As a result, and because they improperly treated such pre-shift activities as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 4)

Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to premium wages for overtime worked. Plaintiff and Class members engaged in off the clock activities.

Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift off the clock for which they did not receive any compensation.

Defendant failed to properly pay and calculate overtime wages due to excluding shift differentials/shift premiums from regular rate of pay calculations. Such shift differentials/shift premiums are required under California law to be included in an employee's regular rate of pay for overtime wage calculations. Defendant failed to do so, thereby failing to pay employees their full wages as required under the Labor Code.

As a result, during this period, it was the practice and policy of Defendant to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation and sick pay, were not included in gross wages earned by Plaintiff and members of the Class. Additionally, certain wage statements of Plaintiff and Class members failed to include their hourly rates of pay.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation and sick pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

D. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION

(Cal. Labor Code §§201-203; IWC Wage Order No. 4)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff and Class members were not paid for all the wages they were owed when their employment with Defendant ended. Plaintiff and Class members are still owed overtime, sick pay and other wages.

E. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their personal internet and purchase of computer monitors, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related expenses that they incurred in using their personal internet.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in

the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

F. FAILURE TO PROPERLY PAY SICK PAY WAGES
(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et seq.)

Defendant acted intentionally and with deliberate disregard to the rights of Plaintiff and members of the Class by failing to pay proper sick pay wages. Defendant acted intentionally and with deliberate disregard to the rights of Plaintiff and members of the Class by paying sick pay at exactly the base rate, and not including shift differentials/shift premiums into the sick pay rate.

Plaintiff and Class members were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to sick pay that included shift differentials and extra benefits, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5, IWC Wage Order No. 4)

On or about April 30, 2025, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

H. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.

EXHIBIT C