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Attorneys for Plaintiffs, CHARLENE AMERICA MURILLO
and ALONDRA TACHIQUIN, on behalf of themselves and
all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLENE AMERICA MURILLO and
ALONDRA TACHIQUIN, as individuals, and
on behalf of all others similarly situated,

Plaintiffs,

v.

IKON MOTORSPORTS, INC., a California
corporation, SUITABLE STAFFING
SOLUTIONS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV30656

[Assigned to the Hon. Timothy Patrick Dillon
in Dept. 15]

**DECLARATION OF BRANDON M.
CHANG IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

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1 filed a separate representative action under the California Private Attorneys General Act (“PAGA”)
2 against Defendants in the Los Angeles County Superior Court, captioned *Charlene America*
3 *Murillo, et al. v. Ikon Motorsports, Inc. et al.*, Case No. 23STCV08228, for the Labor Code
4 violations set out in the PAGA Notice (the “PAGA Action”).

5 6. On or around May 8, 2023, plaintiff Charlene America Murillo filed a First Amended
6 Complaint in the Class Action, adding plaintiff Alondra Tachiquin as a named plaintiff in the Class
7 Action.

8 7. Thereafter, Plaintiffs and Defendants (collectively, the “Parties”) agreed to exchange
9 informal discovery and attend mediation.

10 8. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) payroll
11 records from defendant Advance Tuning, LLC, for approximately 100% of the estimated 124
12 putative class members from September 20, 2021 through June 5, 2023, and time and payroll records
13 from defendant Suitable Staffing Solutions, Inc., for approximately 100% of the estimated 124
14 putative class members from January of 2022 through May 21, 2023; (2) data points, including the
15 number of putative class members, Workweeks and shifts from August 31, 2016 through May 21,
16 2023, the number of employees separated from employment from August 31, 2017, the average
17 hourly rate of pay, and the number of PAGA Pay Periods; (3) all relevant policy documents of
18 Defendants; and (4) all documents pertaining to Plaintiffs available to Defendants.

19 9. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set
20 forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
21 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“Dunk/Kullar”).

22 10. On or around May 21, 2024, the Parties participated in a full-day mediation presided
23 over by Marc Feder, Esquire, a well-regarded mediator experienced in mediating complex labor and
24 employment matters. With the aid of the mediator’s evaluation, the Parties successfully reached a
25 global settlement to resolve the actions.

26 11. Pursuant to the Agreement, on or around June 5, 2025, Plaintiffs filed a Second
27 Amended Complaint in the Class Action, adding the claims alleged in the PAGA Action. Upon the
28 acceptance of the Second Amended Complaint in the Class Action, Plaintiffs will file a request for

1 dismissal of the PAGA Action without prejudice, thereby effectively consolidating the PAGA
2 Action within the Class Action for the purpose of settlement approval. The Second Amended
3 Complaint in the Class Action is the Operative Complaint in the Action.

4 12. Class Counsel have conducted significant investigation of the law and facts relating
5 to the claims asserted in the Actions and the PAGA Notices, and have concluded that the Settlement
6 is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account
7 the sharply contested issues involved, the expense and time necessary to litigate the Actions through
8 trial and any appeals, the risks and costs of further litigation of the Actions, the risk of an adverse
9 outcome, the uncertainties of complex litigation, the information learned through informal discovery
10 regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class
11 Members.

12 **The Proposed Settlement**

13 13. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
14 California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by
15 agreement upon the terms and conditions, and for the consideration set forth in the Agreement, a
16 copy of which is attached hereto as Exhibit "1." A summary of the terms of the settlement are as
17 follows:

18 Defendants will stipulate, for purpose of this settlement only, as follows:

- 19 • Certification of a class ("Settlement Class," "Settlement Class Members" or "Class
20 Members") defined as: all persons currently or formerly employed by defendant
21 Advance Tuning, LLC, dba Ikon Motorsports, Inc. ("Ikon"), either directly or through
22 any subsidiary, staffing agency, or professional employer organization, including
23 defendant Suitable Staffing Solutions, Inc. ("Suitable," collectively with Ikon, the
24 "Defendants"), as non-exempt, hourly-paid employees during the period from
25 September 19, 2018, through August 19, 2024 ("Class Period") in the State of
26 California.
- 27 • Defendants will pay \$610,500.00 ("Gross Settlement Amount") to resolve the matter.

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- 1 • Defendants represent that there are no more than 12,200 Workweeks (11,645
2 Workweeks attributable to Ikon and 555 Workweeks attributable to Suitable) worked
3 during the Class Period. In the event the number of Workweeks during the Class Period
4 increases by more than 10% (i.e., an additional 1,220 Workweeks), then, at Defendants’
5 election: (1) the Gross Settlement Amount shall be increased proportionally by the
6 Workweeks in excess of 13,420 multiplied by the Workweek Value, on a pro-rata basis
7 between the Defendant(s) responsible for such increase; or (2) the Class Period shall end
8 on the date the number of Workweeks reaches 13,420. The Workweek Value shall be
9 calculated by dividing the Gross Settlement Amount by 12,200. The Parties agree that
10 the Workweek Value amounts to \$50.00 per Workweek (\$610,500.00 / 12,200
11 workweeks). Thus, for example, should there be 13,500 Workweeks in the Class Period,
12 and Defendants elect option (1) above, then the Gross Settlement Amount shall be
13 increased by \$4,000 (13,500 Workweeks – 13,420 Workweeks x \$50.00/Workweek).
14 Should Defendants elect option (2) above, Defendants must provide written notice to
15 Class Counsel within seven (7) days of receiving sufficient information that the
16 Workweeks exceed 13,420. Untimely notice shall cause Defendants’ election to shorten
17 the Class Period to have no force or effect. Defendant’s option (2) pursuant to this section
18 expires upon the Court’s entry of the Preliminary Approval Order.
- 19 • Defendants will pay the employer’s share of taxes separate and apart from the Gross
20 Settlement Amount.
- 21 • This is a non-reversionary settlement.
- 22 • Class Members will be paid their *pro rata* share of the class action settlement based
23 on the total number of Workweeks worked during the Class Period.
- 24 • “Workweek” means any week during which a Class Member worked for Defendants, for
25 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable),
26 and termination dates (as applicable).
- 27 • The Settlement Administration costs, estimated not to exceed \$7,250.00, will be paid
28 out of the Gross Settlement Amount.

- 1 • Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law
2 Group, P.C., may apply for, and Defendants will not oppose, attorneys' fees of *up to*
3 thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated
4 pursuant to the Settlement Agreement, amounts to \$213,675.00, and actual costs, not
5 to exceed \$25,000.00, all of which will be paid out of the Gross Settlement Amount.
- 6 • Class Counsel hereby apply for, and Defendant will not oppose, a service award of up
7 to \$7,500.00 each to plaintiffs Charlene America Murillo and Alondra Tachiquin, for
8 a total of \$15,000.00 to Plaintiffs, which will be paid out of the Gross Settlement
9 Amount.
- 10 • "Aggrieved Employees" means all persons currently or formerly employed by Ikon,
11 either directly or through any subsidiary, staffing agency, or professional employer
12 organization, including Suitable, as non-exempt, hourly-paid employees during the
13 period from September 9, 2021 through the end of the Class Period ("PAGA Period")
14 in the State of California.
- 15 • Defendants have agreed to pay \$40,000.00 as PAGA penalties, seventy-five percent
16 (75%) or \$30,000.00 of which will be paid to the LWDA out of the Gross Settlement
17 Amount, and twenty-five percent (25%) or \$10,000.00 of which will be distributed to
18 the Aggrieved Employees.
- 19 • For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date (180 days after the date of
21 mailing), the Administrator shall transmit the funds represented by such checks to the
22 California Controller's Office, Unclaimed Property Fund, in the name of the Class
23 Member, thereby leaving no "unpaid residue" subject to the requirements of California
24 Code of Civil Procedure section 384, subd. (b).

25 **Settlement Agreement and Accompanying Documents**

26 14. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement fully
27 executed by the Parties.

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1 15. Attached to the Agreement as Exhibit “A” thereto is the proposed Notice of
2 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”) to be
3 distributed to Class Members in English and Spanish.

4 16. The Parties have agreed to use ILYM Group, Inc. (“ILYM”), an experienced
5 settlement administrator, to administer the settlement.

6 17. On or about June 20, 2025, I submitted a copy of the Agreement to the LWDA in
7 compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of each
8 confirmation from the LWDA in connection with Plaintiffs is attached hereto as Exhibit “4”.

9 **The Settlement was Negotiated at Arms-Length and not Collusive**

10 18. The Settlement that has been reached, subject to this Court’s approval, is a product
11 of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive
12 factual and legal investigation and research; the exchange of informal discovery; substantial
13 negotiation regarding the scope of informal discovery; exchange of documents and information that
14 included review of time and pay records and analysis thereof with the aid of Plaintiffs and expert
15 consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period,
16 analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for
17 calculating PAGA penalties, number of Class Members eligible for wage statement penalties and
18 waiting time penalties; an analysis of Plaintiffs’ employment records; extensive correspondence and
19 communication between counsel; a review of pleadings, evidence and rulings in similar actions
20 litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the
21 country; and preparation for and attendance at a full-day mediation, followed by further discussions
22 and coordination to finalize the terms and conditions of the general settlement parameters agreed to
23 by the Parties.

24 19. While Class Counsel believe in the chance of success of certifying the claims, Class
25 Counsel recognized the potential risk, expense and complexity posed by further litigation.
26 Moreover, litigating Plaintiffs’ claims in this litigation—claims that involve approximately 124
27 Class Members during the Class Period—would require substantial preparation and discovery, and
28 ultimately would involve the deposition and presentation of numerous more witnesses (including

1 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
2 expert reports. Therefore, should litigation have progressed any further, there would have been
3 significant expense incurred by each side (above and beyond the expense already incurred).

4 **The Settlement Amount is Well Within the Range of Reasonableness**

5 20. The settlement amount reached in this case provides significant recovery to Class
6 Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on
7 documents and information provided by Defendants, Class Counsel understand, as of the date of the
8 mediation, there are no more than 12,200 Workweeks during the Class Period.

9 **Unpaid Wages for Failure to Pay Off-the-Clock Work**

10 21. Class Counsel theorized, based on Plaintiffs' narrative evidence and documents
11 produced by Defendants, that Defendants failed to pay all wages due to Class Members because
12 Defendants required Class Members to work off-the-clock or Class Members spent time off-the-
13 clock under Defendants' control, including, without limitation: (1) Defendants' practice of
14 recording synthetic time entries, i.e., recording scheduled work hours instead of actual hours
15 worked, and rounding to the nearest hour or half-hour instead of actual hours worked, which gives
16 rise to a reasonable presumption of unrecorded and unpaid hours worked; and (2) requiring Class
17 Members to continue working after their shifts off-the-clock to complete tasks, without pay.

18 22. One theory advanced by Class Counsel alleged, based on Plaintiffs' narrative
19 evidence, that Class Members worked off-the-clock for a staggering (30)approximately 15
20 minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on
21 time and payroll records produced by Defendants and analysis thereof by expert data consultants
22 retained by Class Counsel, that there were approximately 58,879 shifts throughout the Class
23 Period, Class Members had an average hourly rate of pay of \$17.04, and due to the synthetic
24 nature of Defendants' time entries, Class Counsel contends all 58,879 shifts were greater than
25 eight hours (8) in length. Furthermore, Class Counsel understand from the documents produced
26 by Defendants that Defendants paid zero (0) meal period premiums throughout the Class Period.
27 Thus, one calculation performed by Class Counsel, assuming all shifts throughout the Class Period
28 were at least eight (8) hours in length, resulted in Defendants' exposure for unpaid off-the-clock

1 work in a conservative amount of approximately \$376,237 (58,879 shifts x 0.25 hours per shift x
2 \$17.04 x 1.5 overtime rate).

3 23. Class Counsel understand that Defendants make the following defenses in
4 connection with this claim: Defendants contend that their policies specifically prohibit off-the-
5 clock work. Defendants contend that they did not require Class Members to work off-the-clock
6 and, rather, they were paid for all time suffered or permitted to work. Defendants contend that any
7 allegations that Class Members were required to be under Defendants' control off-the-clock would
8 necessitate an individualized inquiry into when and why, making this claim not subject to class
9 treatment and any trial in this litigation unmanageable. Thus, Defendants contend that no damages
10 can be recovered here, and, even if, arguendo, they could, an estimate of fifteen (15) minutes of
11 unpaid time for every single shift worked by all Class Members during the Class Period is a wild
12 exaggeration of time spent working off-the-clock if any such time was spent.

13 **Recovery of Damages for Non-Compliant Meal Periods**

14 24. Class Counsel theorized, based on Plaintiffs' narrative evidence and documents
15 produced by Defendants, that Defendants' meal period practices throughout the Class Period were
16 non-compliant because meal periods were late, short or missed due to: (1) Defendants' practice
17 of recording synthetic time entries for meal periods, i.e., recording exactly 30 minutes for meal
18 periods instead of actual time taken for meal periods regardless of if Class Members actually had
19 meal period and regardless of its duration, all beginning exactly at the top of the hour or at the
20 half hour, giving rise to a reasonable presumption that meal periods were late, short, interrupted,
21 or missed entirely; and (2) requiring Class Members to continue working even during their meal
22 periods to complete tasks by the end of their shifts. Notably, there were no meal period premiums
23 ever issued throughout the Class Period.

24 25. Class Counsel theorized, based on Plaintiffs' narrative evidence, that Class
25 Members would continue working even during their meal periods to complete tasks by the end of
26 their shifts, for a very conservative estimate of twice a week, or 40% of shifts throughout the Class
27 Period, assuming five (5) workdays each Workweek and all shifts were meal-eligible. Thus, one
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1 calculation advanced by Class Counsel resulted in Defendant's exposure for non-compliant meal
2 periods in a conservative amount of \$401,319 (58,879 shifts x 0.40 violation rate x \$17.04/hour).

3 26. Class Counsel understand that Defendants make the following defenses in
4 connection with this claim: Defendants argue that they had compliant meal period policies and
5 practices. Defendants argue that Class Members took timely and full meal periods. Defendants
6 contend that their policy requires their employees to take timely and full meal periods. Defendants
7 further contend that any instance of a Class Member failing to take a compliant meal period was
8 voluntary, in violation of their meal period policy, would necessitate an individualized inquiry
9 and would not lend itself to a manageable trial. Thus, Defendants contend that *no* monies are owed
10 for this account but, even if any amounts were due, the amount calculated by Class Counsel is
11 excessive.

12 **Recovery of Damages for Non-Compliant Rest Periods**

13 27. Class Counsel theorized, based on Plaintiffs' narrative evidence and documents
14 produced by Defendants, that Defendants' rest period practices throughout the Class Period were
15 non-compliant because rest periods were late, short or missed due to the overwhelming workload
16 and Defendants' demands that work is completed before Class Members were allowed to leave,
17 combined with Defendants' practice of recording synthetic time entries to avoid paying Class
18 Members' full wages. As a result, Class Members were forced to choose between skipping their
19 rest breaks or continue working past their scheduled work times, without pay. Notably, there were
20 no rest period premiums ever issued throughout the Class Period.

21 28. Thus, one calculation performed by Class Counsel at mediation resulted in,
22 assuming all shifts throughout the Class Period were rest-eligible and a conservative 40%
23 violation rate, Defendants' exposure for failure to provide compliant rest periods in a conservative
24 amount of \$401,319 (58,879 shifts x .40 violation rate x \$17.04/hour).

25 29. Class Counsel understand that Defendants make the following defenses in
26 connection with this claim: Defendants argue that they had compliant rest period policies and
27 practices. Defendants argue that Class Members took timely and full rest periods. Defendants
28 contend that their policy requires their employees to take timely and full rest periods. Defendants

1 further contend that any instance of a Class Member failing to take a compliant rest period was
2 voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and
3 would not lend itself to a manageable trial. Finally, Defendants contend that a 40% violation rate
4 is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendants contend
5 that *no* monies are owed for this account but, even if any amounts were due, the amount calculated
6 by Class Counsel is excessive.

7 **Wage Statement Violations**

8 30. Class Counsel theorized that Class Members are entitled to recover penalties for
9 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
10 subdivision (e), for the derivative impact of the failure to pay all wages owed on providing
11 accurate information on wage statements. Specifically, Class Counsel theorized that penalties are
12 owed under Labor Code section 226 due to, at minimum, Defendants' failure to pay premium
13 wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure
14 by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.
17 Class Counsel understand from the data provided by Defendants that there were 2,894 pay periods
18 during the relevant statutory time period for Class Members. If, in fact, Class Members worked
19 every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage
20 statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus, one
21 calculation performed by Class Counsel, resulted in Defendants' maximum exposure for wage
22 statement violations in the amount of \$289,400 (2,894 pay periods x \$100/pay period).

23 31. Class Counsel understand that Defendants make the following defenses in
24 connection with this claim: Defendants contend that the wage statements issued to the employees
25 fully complied with Labor Code section 226. Defendants contend that because they believe no
26 wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also
27 understand the risks inherent in this claim if the above claims were not certified. Class Counsel
28 also had to factor in, and did factor in, the risk that the Court would find there was no injury to

1 Class Members even if the wage statements were inaccurate or that Defendants' conduct was not
2 intentional, both of which are requirements of Labor Code section 226 before penalties can issue.
3 Class Counsel also note that the calculation used does not take into account the first pay period
4 violation only being \$50 and the fact that all Class Members did not work all pay periods and,
5 therefore, do not qualify for the maximum penalty of \$4,000 as calculated in Plaintiffs' exposure
6 model used at mediation.

7 **Waiting Time Penalties**

8 32. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
9 statutory period (i.e., three years before the filing of the initial Complaint) is entitled to 30 days'
10 worth of wages as waiting time penalty for not being paid all wages due upon separation from
11 employment. Class Counsel theorized, based on relevant documents provided by Defendants, that,
12 under Labor Code section 203, Defendants are liable to pay each Class Member, who was terminated
13 during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure
14 to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages
15 due at the time of termination or resignation. Based on relevant documents provided by Defendants,
16 there were approximately 88 Class Members who were terminated or resigned during the relevant
17 statutory period. Thus, one calculation performed by Class Counsel resulted in Defendants'
18 exposure for waiting time penalties to be approximately \$359,885 (88 separated Class Members x
19 \$17.04/hour x 8 hours x 30 days).

20 33. Class Counsel understand that Defendants contend that there is no credence to
21 Plaintiffs' off-the-clock theory and that, thus, no waiting time penalties are owed based on that
22 theory. Finally, Defendants contend that their actions were not "willful" and that, thus, waiting
23 time penalties cannot be awarded. Thus, Defendants argued that no waiting time penalties are
24 owed.

25 **Failure to Reimburse for Business Expenses**

26 34. Class Counsel initially theorized that Defendants failed to properly compensate
27 Class Members for business expenses. However, after diligent investigation and exchange of
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1 informal discovery, Class Counsel did not attribute significant value to this claim for purposes of
2 mediation

3 **PAGA Penalties**

4 35. Class Counsel understand, as of the date of the mediation, from the time and payroll
5 data provided by Defendants that Aggrieved Employees collectively worked 1,751 pay periods in
6 the PAGA Period. Plaintiffs' claims in the Actions under PAGA are substantially similar to those
7 described herein. PAGA penalties include penalties for initial violations and subsequent
8 violations. Defendants contend that only initial violation rates may be used instead of the
9 subsequent violation rates initially used by Class Counsel. With this in mind and because Class
10 Counsel through investigation and discovery did not come to the conclusion that Defendants at
11 any time were notified by any governmental entity that they violated any Labor Code sections
12 presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for
13 Defendants to include only initial violation rates.

14 36. While Class Counsel are informed and believe that reasonable minds differ with
15 regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate
16 Defendants' maximum exposure in PAGA penalties as follows:

17 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
18 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
19 violations, and a violation every single pay period for every single non-exempt employee in the
20 PAGA Period, this amounts to a maximum exposure of \$144,700 (2,894 pay periods x \$50).

21 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
22 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
23 rate for all violations and a violation every single pay period for every single Aggrieved Employee
24 in the PAGA Period, this amounts to a maximum exposure of \$289,400 (2,894 pay periods x
25 \$100).

26 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
27 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
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1 violations and a violation every single pay period for every single non-exempt employee in the
2 PAGA Period, this amounts to a maximum exposure of \$144,700 (2,894 pay periods x \$50).

3 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
4 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
5 violations and a violation every single pay period for every single non-exempt employee in the
6 PAGA Period, this amounts to a maximum exposure of \$144,700 (2,894 pay periods x \$50).

7 e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
8 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
9 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
10 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
11 for all violations and a violation every single pay period for every single Aggrieved Employee in
12 the PAGA Period, this amounts to a maximum exposure of \$289,400 (2,894 pay periods x \$100).

13 f. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
14 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
15 at separation of employment, a 100% violation rate would likely include just one violation per
16 employee. The data produced by Defendants indicate that there were 40 Aggrieved Employees
17 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
18 of \$5,000 (50 Aggrieved Employees x \$100).

19 g. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
20 exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved
21 Employee every pay period and not exercise its discretion to reduce any of those penalties to be
22 \$1,017,900. Class Counsel understand that Defendants argued the following in connection with
23 this claim: Defendants contend that no PAGA penalties are likely to be awarded and, even if they
24 were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendants
25 defend that PAGA penalties cannot and should not be stacked. Second, Defendants assert that
26 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
27 Third, Defendants deny that a violation for each pay period can be established. Fourth, Defendants
28 contend that a Court is unlikely to exercise its discretion to award civil penalties under PAGA

1 where, as here, there is no conduct shown by Plaintiffs that would show any Labor Code violation
2 by Defendants is knowing and intentional. Defendants insist that this is especially true in the
3 Actions where class action damages are available to Class Members, rendering an award of PAGA
4 penalties in addition to class action damages to be double recovery.

5 37. Class Counsel maintain that it is possible to recover the subsequent violation rate for
6 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
7 (citing Estrada v. Royalty Carpet Mills, Inc.). As such, Class Counsel believe a 90% valuation of
8 this claim to be reasonable, resulting in \$101,790 as a reasonable estimate of the likelihood of what
9 Plaintiffs may recover at trial for PAGA penalties (\$1,017,900 x 0.1).

10 **Conclusion**

11 38. When including derivative penalties, such as waiting time penalties, wage
12 statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's
13 maximum exposure to be approximately \$1,929,950. In all, Class Counsel obtained a Gross
14 Settlement Amount of \$610,500.00. Particularly in light of the risks involving obstacles to class
15 certification, all issues and risks related to liability, the issues with manageability at trial, the
16 discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable
17 and adequate settlements, Class Counsel strongly believe that the settlement reached is fair,
18 reasonable and adequate, and in the best interest of Class Members.

19 39. Moreover, \$40,000.00 of the Gross Settlement Amount was attributed to PAGA
20 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
21 on: (1) the fact that damages are available for the failure to pay wage claims while only penalties
22 are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline
23 to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the
24 full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any
25 PAGA penalties at all in light of the fact that damages are available for Class Members and it may
26 find any further liability against Defendants unnecessarily punitive.

27 **The Proposed Attorneys' Fees and Costs are Reasonable**

28 40. Class Counsel seek an attorneys' fees award of thirty-five percent (35%) of the Gross

1 Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to
2 \$213,675.00. Class Counsel may also seek less than 35% at the time of final approval. Class Counsel
3 also seek reimbursement of costs not to exceed \$25,000.00.

4 **The Requested Enhancement Award to the Named Plaintiff**
5 **and Class Representative is Reasonable**

6 41. I am informed and believe Defendants do not oppose the requested enhancement to
7 Plaintiffs. Class Counsel seek an extremely limited enhancement of up to \$7,500.00 each to
8 plaintiffs Charlene America Murillo and Alondra Tachiquin, for a total of \$15,000.00 to Plaintiffs.

9 **Conditional Certification for Settlement Purposes**

10 **Ascertainability**

11 42. Here, the Class Members definition (*i.e.*, all persons who are or were employed as
12 hourly paid, non-exempt employees in the State of California at any time during the Class Period
13 by Defendants) is derived from the operative complaint. Based solely on Defendants' payroll
14 records, there are approximately 124 Class Members.

15 **Numerosity**

16 43. Class Counsel understand from documents provided that Defendants identified at
17 least 124 Class Members.

18 **Commonality**

19 44. This litigation is brought to resolve common issues that include whether Defendants
20 failed to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal
21 and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
22 interrupted meal or rest periods, among other claims as set forth above.

23 **Typicality**

24 45. Plaintiffs' claims are typical of those of other Class Members as Plaintiffs: (1) are
25 non-exempt, hourly-paid employees like other Class Members; (2) complain of not being paid for
26 all time under Defendants' control or suffered and/or permitted to work for Defendants; (3) did
27 not receive premium pay for meal periods that were not compliant with the Labor Code; (4) did
28 not receive premium pay for rest periods that were not provided, among others as set forth above.

Adequacy of Brandon M. Chang

46. I graduated with a Bachelor of Arts degree in Criminology, Law and Society from the University of California, Irvine in 2008.

47. I received my Juris Doctorate from Whittier Law School in 2012.

48. From 2018 through 2023, I practiced law as a Managing Attorney at Mesriani Law Group, P.C., managing the employment law department and representing plaintiffs in matters of employment law, specifically in harassment, discrimination, retaliation, and wage and hour matters.

49. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf plaintiffs in matters of employment law, and specifically on issues of unpaid wages and class action settlements. Among other tasks, I oversee and manage class action and PAGA action settlements at Bibiyan Law Group, P.C. I have led settlement negotiations and the approval process for class action and PAGA settlements, including some of those set forth in the declaration of David D. Bibiyan, filed concurrently with this declaration.

Adequacy of Plaintiffs

50. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiffs and Class Members because Plaintiffs allege to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiffs classified as non-exempt, hourly-paid employees, not paid premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

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Superiority of Class Action

51. Class Counsel believe this wage and hour class action is a superior vehicle for resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 124 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this June 17, 2025, at Los Angeles, California.

/s/ Brandon M. Chang

BRANDON M. CHANG

EXHIBIT 1

BIBIYAN LAW GROUP, P.C.

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Attorneys for Plaintiffs, CHARLENE AMERICA MURILLO
and ALONDRA TACHIQUIN on behalf of themselves and
all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLENE AMERICA MURILLO and
ALONDRA TACHIQUIN, as individuals
and on behalf of all others similarly situated,

Plaintiffs,

v.

IKON MOTORSPORTS, INC., a California
corporation, SUITABLE STAFFING
SOLUTIONS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV30656

[Assigned to the Hon. Kenneth Freeman in
Dept. 14]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 19, 2022

Trial Date: None Set

1 This Class and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Charlene America Murillo (“Murillo”) and Alondra Tachiquin (“Tachiquin” and together with
3 Murillo, the “Plaintiffs”) on the one hand, and Advanced Tuning, LLC, d.b.a. Ikon Motorsports,
4 Inc. (“Ikon”), and Suitable Staffing Solutions, Inc. (“Suitable” and together with Ikon, the
5 “Defendants”). Plaintiffs and Defendants shall collectively be referred to herein as the “Parties”
6 or individually as the “Party”. This Agreement is intended by the Parties to fully, finally, and
7 forever resolve the claims as set forth herein, based upon and subject to the terms and conditions
8 of this Settlement.

9 **1. DEFINITIONS**

10 1.1. “Action” or “Actions” means the Plaintiffs’ lawsuits against Defendants in the Los
11 Angeles County Superior Court, captioned *Murillo v. Ikon Motorsports, Inc., et al.*, initiated on
12 September 19, 2022, Case Number 22STCV30656 (the “Class Action”), and *Murillo, et al. v.*
13 *Ikon Motorsports, Inc, et al.*, initiated on April 13, 2023, Case Number 23STCV08228 (the
14 “PAGA Action”). The Class Action and the PAGA Action are to be consolidated by the filing of
15 a Second Amended Complaint in the Class Action as described in Paragraph 2.9 below.

16 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
17 agreed to appoint to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Ikon, either
23 directly or through any subsidiary, staffing agency, or professional employer organization,
24 including Suitable, as non-exempt, hourly-paid employees during the PAGA Period in the State
25 of California (“PAGA Period”).

26 1.5. “Class Members,” “Settlement Class,” or “Settlement Class Members” means all persons
27 currently or formerly employed by Ikon, either directly or through any subsidiary, staffing
28 agency, or professional employer organization, including Suitable, as non-exempt, hourly-paid

employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

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

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 19, 2018, through August 19, 2024.

1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representatives Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

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

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1.16. “Defendants” means named defendants Advance Tuning, LLC, dba Ikon Motorsports, Inc., and Suitable Staffing Solutions, Inc.

1.17. “Defense Counsel” means Jonathan Fraser Light and Chandra A. Beaton of LightGabler, LLP, and Tommy SF Wang and Tommy Pan of Wang IP Law Group, P.C.

1.18. “Effective Date” means the date when all of the following events 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 based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$610,500.00 (Six Hundred Ten Thousand Five Hundred Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 Administrator’s Expenses. Ikon will contribute \$600,000.00 toward the Gross Settlement Amount, and Suitable will contribute \$10,500.00 toward the Gross Settlement Amount. Should the Gross Settlement Amount be increased pursuant to Paragraph 8.1 below, the Defendant(s) responsible for the increase shall fund the increased Gross Settlement Amount. Defendants are not jointly and/or severally liable for payment of either the Gross Settlement Amount and/or any employer payroll taxes owed on the Wages Portion of the Individual Class Payments.

1 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
2 Net Settlement Amount calculated according to the number of Workweeks worked during the
3 Class Period.

4 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
5 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
6 Period.

7 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

8 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
9 entitled, under Labor Code section 2699, subd. (i).

10 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subd. (i).

12 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
14 Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
16 paid to Participating Class Members as Individual Class Payments.

17 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
18 Settlement by sending the Administrator a valid and timely Request for Exclusion.

19 1.30. “Operative Complaint” means the Second Amended Complaint to be filed in the Class
20 Action as described in Paragraph 2.9 below.

21 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
22 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
23 (as applicable), and termination dates (as applicable).

24 1.32. “PAGA Period” means the period from September 9, 2021 through the end of the Class
25 Period.

26 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

27 1.34. “PAGA Notice(s)” means Murillo’s September 19, 2022, letter, and Tachiquin’s January
28 17, 2023, letter to defendants and the LWDA, providing notice pursuant to Labor Code section

2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the 75% to the LWDA (\$30,000.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Charlene America Murillo and Alondra Tachiquin the named plaintiffs in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendants, and Defendants’ respective officers, directors, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
2 Judgment.

3 1.46. “Workweek” means any week during which a Class Member worked for Defendants, for
4 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
5 termination dates (as applicable).

6 **2. RECITALS**

7 2.1. On September 19, 2022, plaintiff Charlene America Murillo (“Murillo”) filed a putative
8 wage-and-hour class action, alleging causes of action against Defendants in the Los Angeles
9 Superior Court, Case No. 22STCV30656, for: (1) failure to pay overtime wages; (2) failure to
10 pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4)
11 failed to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due
12 upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to
13 indemnify for business expenses; and (8) engaging in unfair competition (the “Class Action”).

14 2.2. On September 9, 2022, Murillo filed with the LWDA and served on Defendants a notice
15 under Labor Code section 2699.3 stating Murillo intended to serve as a proxy of the LWDA to
16 recover civil penalties on behalf of Aggrieved Employees for various alleged Labor Code
17 violations (“Murillo PAGA Notice”).

18 2.3. On January 17, 2023, plaintiff Alondra Tachiquin (“Tachiquin”) filed with the LWDA
19 and served on Defendants a notice under Labor Code section 2699.3 stating Tachiquin intended
20 to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees
21 for various alleged Labor Code violations (“Tachiquin PAGA Notice”).

22 2.4. On April 13, 2023, Murillo and Tachiquin (“Plaintiffs”) filed a separate representative
23 action in the Los Angeles Superior Court, Case No. 23STCV08228, seeking PAGA civil
24 penalties against Defendants for Labor Code violations alleged in the PAGA Notice (the “PAGA
25 Action”).

26 2.5. On May 8, 2023, Murillo filed a First Amended Complaint in the Class Action adding
27 Tachiquin as a named plaintiff in the Class Action.

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1 2.6. Thereafter, the Parties agreed to exchange informal discovery and attend an early
2 mediation, in which Defendants produced, among other things, pay records from Ikon for Class
3 Members from September 20, 2021, to June 5, 2023, and time and pay records from Suitable for
4 Class Members from January 2022 through the date of mediation. Based on the information
5 provided by Defendants, Plaintiffs were able to extrapolate, with the aid of expert data
6 consultants, the number of Class Members in the Class Period, the number of terminated
7 employees during the waiting time period, Class Member's average rate of pay, the total number
8 of Workweeks and shifts in the Class Period, and the total number of PAGA Pay Periods in the
9 PAGA Period.

10 2.7. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in
11 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
12 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13 2.8. On May 21, 2024, the Parties participated in an all-day mediation presided over by Marc
14 Feder, Esq. The mediation was successful, and the Parties agreed to globally resolve all class and
15 PAGA claims in the Actions.

16 2.9. As part of the Agreement, the Parties further agree to stipulate to Plaintiffs filing a Second
17 Amended Complaint in the Class Action, adding the claims Plaintiffs alleged in the PAGA
18 Action. Upon the acceptance of the Second Amended Complaint in the Class Action, Plaintiffs
19 shall file a request for dismissal of the PAGA Action without prejudice, thereby effectively
20 consolidating the PAGA Action within the Class Action for the purpose of settlement approval.
21 The Second Amended Complaint in the Class Action will be the Operative Complaint in the
22 Action. Defendants deny all allegations in the Operative Complaint, deny any failure to comply
23 with the laws identified in the Operative Complaint and deny any and all liability for the causes
24 of action alleged in the Operative Complaint.

25 2.10. The Court has not granted class certification.

26 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
27 other pending matter or action asserting claims that will be extinguished or affected by the
28 Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below and subject to the conditions specified in Paragraph 1.22 above, Defendants promise to pay \$610,500.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representatives Service Payment to Plaintiffs of not more than \$7,500.00 each, for a total amount of \$15,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as Participating Class Members. Defendants will not oppose Plaintiffs' request for the Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representatives 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. Plaintiffs assume 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% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$213,675.00 and a Class Counsel Litigation

Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment 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. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

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

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) 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' 25% share of PAGA Penalties \$10,000.00 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.

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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 Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their respective records to date, Defendants estimate there are 124 Class Members (66 attributable to Ikon and 58 attributable to Suitable) who collectively worked no more than 12,200 Workweeks (11,645 attributable to Ikon and 555 attributable to Suitable), and 88 Aggrieved Employees (30 attributable to Ikon and 58 attributable to Suitable) who worked a total of 5,657 PAGA Pay Periods (5,102 attributable to Ikon and 555 attributable to Suitable).

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will each deliver the Class Data to the Administrator, in the form of Microsoft Excel spreadsheets. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund their respective portions of the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' respective share of payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Ikon will contribute \$600,000.00 toward the Gross Settlement Amount, and Suitable will

1 contribute \$10,500.00 toward the Gross Settlement Amount. Should the Gross Settlement
2 Amount be increased pursuant to Paragraph 8.1 below, the Defendant(s) responsible for the
3 increase in Workweeks shall be responsible for funding the increased Gross Settlement Amount.

4 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fully fund
5 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
9 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
10 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual
11 PAGA Payments.

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

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS forwarding
28 address. Within 7 days of receiving a returned check the Administrator must re-mail

checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, 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 Office, Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

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

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, in addition to the releases made by the Participating Class Members described above, as of the Effective Date, and only after the Settlement has been fully funded, the Plaintiffs and Class Representatives knowingly and voluntarily release and forever discharge the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, contingent or absolute, suspected or unsuspected, liquidated or unliquidated, known

1 or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation
2 of any local, state, or federal statute, rule or regulation or common law obligation, or any foreign
3 law, arising out of, relating to, or in connection with any act or omission by or on the part of any
4 of the Released Parties committed or omitted during the Class Period that relates in any way to
5 their employment with Defendants. Such claims include, but are not limited to: breaches of
6 contract, whether written, oral or implied; violations of any public policy; tort claims, including
7 but not limited to intentional infliction of emotional distress and negligent infliction of emotional
8 distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any
9 other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any
10 violations of the following statutes, laws, and regulations: Title VII of the Civil Rights Act of
11 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the
12 United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The
13 Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit
14 Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the
15 Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family
16 and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair
17 Employment and Housing Act – Cal. Gov. Code § 12900 et seq.; the California Family Rights
18 Act – Cal. Gov. Code §12945.2 et seq.; the California Unruh Civil Rights Act – Civ. Code §51
19 et seq.; the California Whistleblower Protection Law – Cal. Lab. Code §1102.5(a) to (c); the
20 California Occupational Safety and Health Act, as amended, Cal. Lab. Code § 6300 et seq., and
21 any applicable regulations thereunder; the California Labor Code; the Labor Code Private
22 Attorneys General Act of 2004 – Cal. Lab. Code § 2698 et seq.; California Labor Code § 132a;
23 and any other federal, state, or local civil employment law, statute, regulation, or ordinance
24 capable of being released by the Class Representative, excluding any claims that cannot be
25 released as a matter of law. Plaintiffs' Release does not extend to any claims or actions to enforce
26 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
27 social security benefits, workers' compensation benefits that arose at any time, or based on
28 occurrences outside the Class Period, or any claims that cannot be released as a matter of law.

1 Plaintiffs' Release includes any unknown claims that the Plaintiffs or Class Representatives do
2 not know or suspect to exist in their favor at the time of the General Release, which, if known by
3 them, might have affected their settlement with, and release of, the Released Parties or might
4 have affected their decision not to object to this Settlement or the Plaintiffs' Release. Plaintiffs
5 acknowledge that they may discover facts or law different from, or in addition to, the facts or law
6 that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be
7 and remain effective in all respects, notwithstanding such different or additional facts or
8 Plaintiffs' discovery of them.

9 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
11 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
12 which reads:

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

17 5.2. Class Released Claims: For the duration of the Class Period, all Participating Class
18 Members, on behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
20 claims, rights, demands, liabilities and causes of action of every nature and description based on
21 all claims that were alleged or reasonably could have been alleged in the Operative Complaint
22 against Defendants or any other Released Parties, including without limitation statutory,
23 constitutional, contractual or common law claims for the wages, damages, unpaid costs,
24 penalties, liquidated damages, punitive damages, interest, restitution, equitable relief, or any
25 other, including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay
26 minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof;
27 (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all
28 claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-

compliant wage statements; (7) failure to reimburse business expenses; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

5.3. Except as set forth in Section 5.2 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.

5.4. PAGA Released Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiffs as agents and proxies of the LWDA, release 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 Notices.

6. MOTION FOR PRELIMINARY APPROVAL

Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming

1 willingness and competency to serve and disclosing all facts relevant to any actual or potential
2 conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm
3 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
4 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
5 (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
6 section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest
7 with Class Members and the Administrator.

8 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
9 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
10 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
11 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
12 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order
13 to the Administrator.

14 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
15 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
17 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
18 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
20 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
21 Court's concerns.

22 7. SETTLEMENT ADMINISTRATION

23 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
24 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
25 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
26 payment of Administration Expenses. The Parties and their Counsel represent that they have no
27 interest or relationship, financial or otherwise, with the Administrator other than a professional
28 relationship arising out of prior experiences administering settlements.

1 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports
3 state and federal tax authorities.

4 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
5 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
6 468B-1.

7 7.4. Notice to Class Members

8 7.4.1. No later than three (3) business days after receipt of the Class Data, the
9 Administrator shall notify the Parties that the list has been received and state the number
10 of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class
11 Data.

12 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
13 days after receiving the Class Data, the Administrator will send to all Class Members
14 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
15 the Class Notice with Spanish translation, substantially in the form attached to this
16 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
17 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
18 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
19 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
20 update Class Member addresses using the National Change of Address database.

21 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
22 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
23 using any forwarding address provided by the USPS. If the USPS does not provide a
24 forwarding address, the Administrator shall conduct a Class Member Address Search,
25 and re-mail the Class Notice to the most current address obtained. The Administrator
26 has no obligation to make further attempts to locate or send Class Notice to Class
27 Members whose Class Notice is returned by the USPS a second time.

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1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and confer,
9 and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as
11 other Class Members, and the Administrator will send, via email or overnight delivery,
12 a Class Notice requiring them to exercise options under this Agreement not later than
13 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
14 ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
17 must send the Administrator, by mail, a signed written Request for Exclusion not later
18 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
19 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
20 from a Class Member or his/her representative, signed by the Class Member, that
21 reasonably communicates the Class Member's election to be excluded from the
22 Settlement and includes the Class Member's name, signature, the last four digits of their
23 Social Security Number, address, and email address or telephone number. To be valid,
24 a Request for Exclusion must be timely postmarked by the Response Deadline.

25 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
26 fails to contain all the information specified in the Class Notice. The Administrator shall
27 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
28 the identity of the person as a Class Member and the Class Member's desire to be

1 excluded. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the
3 authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall
5 be final and not appealable or otherwise susceptible to challenge.

6 7.5.3. Every Class Member who does not submit a timely and valid Request for
7 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
8 to all benefits and bound by all terms and conditions of the Settlement, including the
9 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
10 regardless whether the Participating Class Member actually receives the Class Notice
11 or objects to the Settlement.

12 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
13 Non-Participating Class Member and shall not receive an Individual Class Payment or
14 have the right to object to the class action components of the Settlement. Because future
15 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
16 Participating Class Members who are Aggrieved Employees are deemed to release the
17 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
18 PAGA Payment.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
20 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
21 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
22 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
23 the allocation by communicating with the Administrator via mail. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation. In the absence
25 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
26 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
27 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
28 Periods shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
2 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
3 the challenges.

4 7.7. Objections to Settlement

5 7.7.1. Only Participating Class Members may object to the class action components of
6 the Settlement and/or this Agreement, including contesting the fairness of the
7 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
8 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

9 7.7.2. Participating Class Members may send written objections to the Administrator, by
10 mail. The Participating Class Member's written objection should include their name,
11 signature, the last four digits of their Social Security Number, address, email address or
12 telephone number, and a clear statement detailing all grounds for their objection, along
13 with whatever legal authority, if any, they intend to rely on in support of their objections
14 and whether they plan to appear at the Final Approval Hearing. Written objections must
15 be postmarked or faxed on or before the Response Deadline, and the date of the fax or
16 postmark on the return mailing envelope will be the exclusive means to determine
17 whether a written objection has been timely submitted. In the alternative, Participating
18 Class Members may appear in Court (or hire an attorney to appear in Court) to present
19 verbal objections at the Final Approval Hearing. Class Members who fail to object in
20 the specific and technical manner specified above will be deemed to have waived all
21 objections to the Settlement and will be foreclosed from making any objections and
22 seeking any adjudication or review, whether by appeal or otherwise, to the Settlement
23 Agreement. At no time will any of the Parties or their counsel seek to solicit or
24 otherwise encourage Class Members to submit written objections to the Settlement
25 Agreement or appeal from the Order and Judgment. Class Counsel will not represent
26 any Class Members with respect to any such objections to this Settlement.

27 7.7.3. Non-Participating Class Members have no right to object to any of the class action
28 components of the Settlement.

1 7.8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
2 be performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
4 and use an internet website to post information of interest to Class Members including
5 the date, time and location for the Final Approval Hearing and copies of the Settlement
6 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
7 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
9 the Final Approval and the Judgment. The Administrator will also maintain and monitor
10 an email address and a toll-free telephone number to receive Class Member calls and
11 emails.

12 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
13 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
14 Not later than 5 days after the expiration of the deadline for submitting Requests for
15 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
16 containing (a) the names and other identifying information of Class Members who have
17 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
18 other identifying information of Class Members who have submitted invalid Requests
19 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
20 (whether valid or invalid).

21 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
22 reports to Class Counsel and Defense Counsel that, among other things, tally the number
23 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
24 Exclusion (whether valid or invalid) received, objections received, challenges to
25 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
26 Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
27 Weekly Reports must include provide the Administrator's assessment of the validity of
28 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. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a 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 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on their respective records, Defendants estimate there are (1) 124 Class Members (66 attributable to Ikon and 58 attributable to Sutable) who collectively worked no more than 12,200 Workweeks (11,645 attributable to Ikon and 555 attributable to Sutable) during the Class

Period, and (2) 88 Aggrieved Employees (30 attributable to Ikon and 58 attributable to Suitable) who worked a total of 5,657 PAGA Pay Periods (5,102 attributable to Ikon and 555 attributable to Suitable).

8.1. Increase in Workweeks. Defendants represent that there are no more than 12,200 Workweeks (11,645 Workweeks attributable to Ikon and 555 Workweeks attributable to Suitable) worked during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10% (i.e., an additional 1,220 Workweeks), then, at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 13,420 multiplied by the Workweek Value, on a pro-rata basis between the Defendant(s) responsible for such increase; or (2) the Class Period shall end on the date the number of Workweeks reaches 13,420. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 12,200. The Parties agree that the Workweek Value amounts to \$50.00 per Workweek (\$610,500.00 / 12,200 workweeks). Thus, for example, should there be 13,500 Workweeks in the Class Period, and Defendants elect option (1) above, then the Gross Settlement Amount shall be increased by \$4,000 (13,500 Workweeks – 13,420 Workweeks x \$50.00/Workweek). Should Defendants elect option (2) above, Defendants must provide written notice to Class Counsel within seven (7) days of receiving sufficient information that the Workweeks exceed 13,420. Untimely notice shall cause Defendants' election to shorten the Class Period to have no force or effect. Defendant's option (2) pursuant to this section expires upon the Court's entry of the Preliminary Approval Order.

8.2. Defendants' Right To Withdraw. If the number of valid Requests for Exclusion identified by the Administrator exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Agreement, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw no later than seven (7) calendar days after the Administrator sends the final Exclusion List to

Defense Counsel. A late election will have no effect.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. 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, or the Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. 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.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their

1 respective counsel, and all Participating Class Members who did not object to the Settlement as
2 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
3 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
4 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
5 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
6 Parties' obligations to perform under this Agreement will be suspended until such time as the
7 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
8 the amount of the Net Settlement Amount.

9 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted
12 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
13 expeditiously work together in good faith to address the appellate court's concerns and to obtain
14 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
15 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
16 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
17 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
18 as long as the Gross Settlement Amount remains unchanged

19 **10. AMENDED JUDGMENT**

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

22 **11. ADDITIONAL PROVISIONS**

23 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
24 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
25 Nothing in this Agreement is intended or should be construed as an admission by Defendants
26 that any of the allegations in the Complaints filed in the Actions have merit or that Defendants
27 have any liability for any claims asserted; nor should it be intended or construed as an admission
28 by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
3 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
4 available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
5 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
6 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
7 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
8 Settlement and this Agreement). Payment of wages does not extend or alter the Class Members'
9 or Aggrieved Employees' period of employment for any purpose.

10 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
12 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
13 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
14 or indirectly, specifically or generally, to any person, corporation, association, government
15 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
16 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
17 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
18 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
19 government agency. Each Party agrees to immediately notify each other Party of any judicial or
20 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
21 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
22 conversation or other communication, before the filing of the Motion for Preliminary Approval,
23 any with third party regarding this Agreement or the matters giving rise to this Agreement except
24 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
25 restrict Class Counsel's communications with Class Members in accordance with Class
26 Counsel's ethical obligations owed to Class Members.

27 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
28 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
2 ability to communicate with Class Members in accordance with Class Counsel's ethical
3 obligations owed to Class Members.

4 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
7 inducements made to or by any Party.

8 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
10 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
11 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
12 terms of this Agreement including any amendments to this Agreement.

13 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 or content of any document necessary to implement the Settlement, or on any modification of the
18 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 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
21 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
23 action, or right released and discharged by the Party in this Settlement.

24 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
26 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
27 Part 10, as amended) or otherwise.

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1 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court.

4 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
5 the benefit of, the successors of each of the Parties.

6 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
10 this Agreement. This Agreement will not be construed against any Party on the basis that the
11 Party was the drafter or participated in the drafting

12 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
13 during Action and in this Agreement relating to the confidentiality of information shall survive
14 the execution of this Agreement

15 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
16 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
17 in connection with the mediation, other settlement negotiations, or in connection with the
18 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
19 be used in any way that violates any existing contractual agreement, statute, or rule of court.

20 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this Agreement.

22 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
23 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, such date or deadline shall be on the first business day
25 thereafter.

26 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
27 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
28 be accepted as an original. All executed counterparts and each of them will be deemed to be one

1 and the same instrument if counsel for the Parties will exchange between themselves signed
2 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
3 and contents of this Agreement.

4 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
7 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
8 process.

9 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
10 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
11 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
12 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
13 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
14 Agreement.

15 **IT IS SO AGREED:**

16 
17 Charlene Murillo (Feb 24, 2025 16:34 PST)
18 Plaintiff, Charlene America Murillo

19 _____
20 For Defendant, Advance Tuning, LLC dba Ikon
21 Motorsports, Inc.

22 
23 Alondra Tachiquin (Feb 26, 2025 15:58 PST)
24 Plaintiff, Alondra Tachiquin

25 _____
26 For Defendant, Suitable Staffing Solutions, Inc.
27
28

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2 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
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14 Agreement.

15 **IT IS SO AGREED:**

16

17 Plaintiff, Charlene America Murillo

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21 Plaintiff, Alondra Tachiquin

22

23

24

25

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27

28

 WILLIAM HO 03/12/2025
For Defendant, Advance Tuning, LLC dba Ikon
Motorsports, Inc.

For Defendant, Suitable Staffing Solutions, Inc.

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18 Plaintiff, Charlene America Murillo

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20 Alondra Tachiquin (Feb 26, 2025 15:58 PST)

21 Plaintiff, Alondra Tachiquin

22 For Defendant, Advance Tuning, LLC dba Ikon
23 Motorsports, Inc.

24 
25 Jesse Robledo 3/5/25
26 For Defendant, Suitable Staffing Solutions, Inc.

1 **AGREED AS TO FORM ONLY:**

2 Vedang J. Patel

3 David D. Bibiyan
4 Vedang J. Patel
5 Counsel for Plaintiffs, CHARLENE
6 AMERICA MURILLO
7 and ALONDRA TACHIQUIN



Jonathan Fraser Light
Chandra A. Beaton
Counsel for Defendant, SUITABLE
STAFFING SOLUTIONS, INC.

8 Tommy SF Wang
9 Tommy Pan
10 Counsel for Defendant, ADVANCE
11 TUNING, LLC, d.b.a. IKON
12 MOTORSPORTS, INC.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs, CHARLENE
AMERICA MURILLO
and ALONDRA TACHIQUIN

Jonathan Fraser Light
Chandra A. Beaton
Counsel for Defendant, SUITABLE
STAFFING SOLUTIONS, INC.



Tommy SF Wang
Tommy Pan
Counsel for Defendant, ADVANCE
TUNING, LLC, d.b.a. IKON
MOTORSPORTS, INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Charlene America Murillo v. Ikon Motorsports, Inc., et. al.
(County of Los Angeles, California Superior Court Case No. 22STCV30656)

As a current or former hourly-paid California employee of Advance Tuning, LLC, dba Ikon Motorsports, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Advance Tuning, LLC, dba Ikon Motorsports, Inc. (“Ikon”) and Suitable Staffing Solutions, Inc. (“Suitable” and together with Ikon, “Defendants”), show you are a “Class Member,” and therefore entitled to a payment from this class action settlement (“Settlement”). Class Members are all persons currently or formerly employed by Ikon, either directly or through any subsidiary, staffing agency, or professional employer organization, including Suitable, as non-exempt, hourly-paid employees during the period from September 19, 2018, through August 19, 2024 (“Class Period”) in the State of California.

- The Settlement is to resolve a class action lawsuit, *Murillo v. Ikon Motorsports, Inc., et. al.* pending in the Superior Court of California for the County of Los Angeles, Case Number 22STCV30656 (the “Lawsuit”), which alleges that Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to indemnify for business expenses; and (8) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”).
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of the Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you are currently or were formerly employed by Ikon, either directly or through any subsidiary, staffing agency, or professional employer organization, including Suitable, as a non-exempt, hourly-paid employee during the period from September 9, 2021 through the end of the Class Period (“PAGA Period”) in California as well, then you will be deemed a “PAGA Member” and you will still

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, and you do not agree with the settlement, you may write to the Settlement Administrator, _____, at _____ [insert address] about why you object to the settlement, and the Settlement Administrator will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or an attorney you hire on your behalf may also address the Court regarding your objection during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ .m. on _____, in the Los Angeles County Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles 90012, in Department 15. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendant(s) as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Charlene America Murillo and Alondra Tachiquin are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendants’ alleged failure to pay overtime and minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon termination or resignation from employment, failure to issue compliant and accurate wage statements, failure to indemnify for business expenses, and unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs, on behalf of themselves, Class Members and PAGA Group Members, and Defendants have agreed to settle this case for the Gross Settlement Amount of \$610,500.00. This amount could increase pursuant to the terms of the Settlement Agreement, if it turns out that the number of workweeks of all Class Members during the Class Period exceed 13,420.

The Gross Settlement includes: (1) Administration Costs up to \$7,250.00; (2) a service payment of up to \$7,500.00 to Plaintiffs Charlene America Murillo and Alondra Tachiquin each, for a total of \$15,000.00 to Plaintiffs, for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$213,675.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$40,000.00 of which 75% (or \$30,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (or \$10,000.00) will be distributed to PAGA Group Members. After deducting these sums, it is estimated that a total of approximately \$309,575 will be available for distribution to Class Members ("Net Settlement Amount") on a pro rata basis.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Participating Class Member's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, PAGA Group Members) will receive a *pro rata* share of the \$10,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each PAGA Member during the PAGA Period. The estimated range of possible recoveries is between **\$[Low Estimate]** and **\$[High Estimate]**.

Defendants' records indicate that you worked **[Eligible Workweeks]** as a non-exempt, hourly-paid employee in California during the Class Period and **[Eligible Pay Periods]** during the PAGA Period. Based on these records, your estimated payment as a Class Member would be **[\$Estimated Award]** and your estimated payment as an PAGA Member would be **[\$Estimated Award]**. If you believe the number of eligible workweeks attributed to you during the Class Period is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Members will be allocated as penalties reported on IRS Form 1099. Thirty five percent (20%) of the Net Settlement Amount attributable to the Settlement Class Member claims will be allocated to the settlement of disputed claims for wages, sixty percent (80%) will be allocated to

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

the settlement of disputed non-wage claims – i.e. penalties and interest. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to 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).

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do nothing in response to this notice, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) upon the Court's final approval of the settlement because you are a Class Member. You will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Group Member. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Class Released Claims: For the duration of the Class Period, 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 all claims rights, demands, liabilities and causes of action of every nature and description based on all claims that were alleged or reasonably could have been alleged in the Operative Complaint against Defendants or any other Released Parties, including without limitation statutory, constitutional, contractual or common law claims for the wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, restitution, equitable relief, or any other, including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) failure to reimburse business expenses; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the "Class Released Claims").

PAGA Released Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiffs as agents and proxies of the LWDA, release 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 Notices (the "PAGA Released Claims").

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

"Released Parties" shall mean Defendants, and Defendants' respective officers, directors, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, your signature, the last four digits of your Social Security Number, address, email address or telephone number, and any statement that reasonably communicates your intent to be excluded from the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE], which is forty-five (45) calendar days after the date that the Notice Packet is initially mailed to Class Members, and is the deadline by which Class Members' requests to opt out, objections, or workweek disputes must be postmarked in order to be timely, unless a Class Member's notice is re-mailed, in which case the Class Member shall have an additional fifteen (15) calendar days from re-mailing, or forty-five (45) calendar days from the initial mailing, whichever is later.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are a PAGA Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection should include your name, your signature, the last four digits of your Social Security Number, address, email address or telephone number, a clear statement detailing all grounds for your objection, along with whatever legal authority, if any, you intend to rely on in support of your objection, and whether you plan to appear at the Final Approval Hearing. Your written objection must be postmarked or faxed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you submit an objection and a request for exclusion, your request for exclusion will govern.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [] at [] .m. in the Los Angeles County Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles 90012, in Department 15, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Operative Complaint, Settlement Agreement, the Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Los Angeles County Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT 2

September 19, 2022

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter of Charlene America Murillo on Behalf of Herself and Aggrieved Employees Under California Labor section 2699.3*

Employer: Ikon Motorsports, Inc.
15305 Stafford St.
City of Industry, CA 91744

Suitable Staffing Solutions, Inc.
801 W. Victoria St. Suite A-1
40205 Compton, CA 90220

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Charlene America Murillo’s (“Employee”) employment with Employee’s former employers: Ikon Motorsports, Inc. and Suitable Staffing Solutions, Inc. Employee was employed as a non-exempt employee of Ikon Motorsports, Inc. and Suitable Staffing Solutions, Inc. with duties that included, but were not limited to, providing customer service, processing returns, and keeping inventory from approximately April of 2022 and through approximately June of 2022. In connection with the alleged claims for failure to comply with Labor Code section 6409.6, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Ikon Motorsports, Inc. and Suitable Staffing Solutions, Inc. and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks

after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal

periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.* Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 246 *et seq.* involves a mandatory payroll or

workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of

the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of failing to furnish and use safety devices and safeguards. And adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employee and/or other aggrieved employees; failing to provide adequate protection equipment to Employee and/or other aggrieved employees; and failing to provide adequate distance in working conditions between Employee and/or other aggrieved employees.

Employee is informed and believes and based thereon alleges that Employer had and has a policy or practice of failing to give sufficient, adequate and proper notice to employees of the

Covid-19 exposure within one business day of receiving notice of potential Covid-19 workplace exposure from a qualifying individual as required by Labor Code section 6409.6. Employee is informed and believes that numerous employees contracted Covid-19 during the relevant time periods, but that Employer failed to provide notice to employees. Employee is additionally informed and believes that Defendant does not or did not keep adequate records of written notifications required in subdivision (a) for a period of at least three years.

Specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide written notice to Employee and other aggrieved employees, or their exclusive representatives, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19. Furthermore, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, with information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Additionally, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to notify Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period, and the employers of subcontracted employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Moreover, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation, and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19-related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. Employee

is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is further informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring, as a condition of employment, its applicants or employees to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act or the Labor Code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation, in violation of Labor Code section 432.6. Employee is additionally informed and believes that Employer knew that requiring such a condition was prohibited by law. Accordingly, for violations of Labor Code sections 432.5 and 432.6, Employee and aggrieved employees are entitled to attorneys' fees, an injunction, as well as civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Robert Payaslyan
Diego Aviles
Robert Payaslyan

cc: Ikon Motorsports, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Suitable Staffing Solutions, Inc. (via U.S. Certified Mail, Return Receipt Requested)