

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ruford Resurreccion (“Plaintiff”) and defendant T. Hasegawa USA Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Ruford Resurreccion v. T. Hasegawa USA Inc.* initiated on June 23, 2025, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV18179.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all persons who are directly employed or have been employed by Defendant T. Hasegawa USA, Inc. and/or all persons who were employed by Defendant T. Hasegawa USA, Inc. through staffing agencies, as non-exempt employees who worked in California for T. Hasegawa USA, Inc. at any time during the Class Period.
- 1.5. “Class Counsel” means Raymond P. Boucher and Alexander Gamez of Boucher LLP and Sahag Majarian II and Garen Majarian of the Majarian law Group, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession, specifically the Class Member’s name, last-known mailing address, Social Security number or, as applicable, other taxpayer identification number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “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 PAGA Employee).
- 1.9. “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.

- 1.10. “Class Notice” means the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation of same, without material variation, attached as Exhibit A and incorporated by reference into this Agreement, subject to Court approval.
- 1.11. “Class Period” means the period from June 23, 2021, through the earlier of March 24, 2026 or the date of preliminary approval of this settlement. Class Members who do not timely and validly opt out of the Settlement are “Participating Class Members.”
- 1.12. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendant” means named Defendant T. Hasegawa USA Inc.
- 1.16. “Defense Counsel” means Soojin Kang of O’Hagan Meyer, LLP.
- 1.17. “Effective Date” means the latest of: (a) the date immediately following passage of the applicable date to seek appellate review of the Court’s order of Final Approval, without an appeal having been filed; (b) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Effective Date shall occur when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval order without material modification, and the applicable date for seeing further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$650,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual

PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. The employer's share of payroll taxes arising from the payments made under this Settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency.
- 1.26. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "Operative Complaint" means the Second Amended Complaint to be filed in this action which supersedes the First Amended Complaint filed by Plaintiff in this Action on July 25, 2025.
- 1.30. "PAGA" means the Labor Code Private Attorneys General Act (California Labor Code §§ 2698 *et seq.*).
- 1.31. "PAGA Employee" means all persons who are directly employed or have been employed by Defendant T. Hasegawa USA, Inc. and/or all persons who were employed by Defendant T. Hasegawa USA, Inc. through staffing agencies, as non-exempt employees, who worked in California for T. Hasegawa USA, Inc. at any time during the PAGA Period,

- 1.32. “PAGA Pay Period” means any pay period during which a PAGA Employee worked at least one day for Defendant as an hourly, non-exempt employee in California during the PAGA Period. For staffing agency employees paid on a weekly basis, each PAGA Pay Period shall be comprised of two weeks.
- 1.33. “PAGA Period” means the period from May 20, 2024 through the earlier of March 24, 2026 or the date of preliminary approval if this settlement.
- 1.34. “PAGA Notice” means Plaintiff’s PAGA letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and all amendments thereto.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$50,000, allocated 35% to the PAGA Employees (\$17,500.00) and 65% to the LWDA (\$32,500.00) 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 Class portion of the Settlement.
- 1.37. “Plaintiff” means Ruford Resurreccion, the named plaintiff 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. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of U.S. Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members and PAGA Employees.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43. “Released Parties” means: (a) Defendant and any temporary or staffing agencies (including but not limited to Aerotek, Inc., Kimco Staffing Services, Inc., Peoplelink LLC dba Zing Recruiting, and Roth Staffing Companies, L.P.) that provided any Class Members or PAGA Employees to work for Defendant; (b) the respective former and present parents, subsidiaries, affiliated corporations and entities, clients, vendors, and independent contractors of any entities identified in subparagraph (a); (c) the predecessors, successors, and assigns of any of any entities identified in subparagraphs

(a) through (b); (d) each of the respective past, present, or future officers, directors, members, managers, insurers, reinsurers, accountants, attorneys, investment bankers, investors, trusts, trustees, receivers, licensors, licensees, employees, consultants, vendors, payroll companies, independent contractors, clients, partners, shareholders, joint venturers, co-venturers, third party agents, representatives, administrators, fiduciaries, subrogees, and executors of any entities identified in subparagraphs (a) through (c) in his, her, their, or its capacity as such.

- 1.44. “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.
- 1.45. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, (b) fax, email, or mail a challenge to the number of PAGA Pay Periods or Workweeks in the Class Notice, or (c) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any workweek during which a Class Member worked at least one day for Defendant as an hourly, non-exempt employee in California during the Class Period.

## **2. RECITALS.**

- 2.1. On May 20, 2025, Plaintiff Ruford Resurreccion filed his PAGA Notice with the LWDA, informing the LWDA and Defendant of her intent to pursue a claim under PAGA for Defendant’s alleged violations of California labor laws, due to its alleged failure to authorize and permit meal periods pursuant to Labor Code sections 226.7, 512, 558, 1198, 1199; failure to authorize and permit rest periods pursuant to Labor Code sections 226.7, 558, 1197, 1198, 1199; failure to provide paid sick time payment for sick leave pursuant to Labor Code sections 246, 248.2, 248.5; failure to provide complete and accurate itemized wage statements pursuant to Labor Code 226.7; and failure to timely pay all wages due upon separation of employment pursuant to Labor Code sections 201, 202 and 203.
- 2.2. On June 23, 2025, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for its failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; failure to authorize and permit rest periods pursuant to Labor Code section 226.7; failure to provide complete and accurate itemized wage statements pursuant to Labor Code 226.7; failure to timely pay all wages due upon separation of employment pursuant to Labor Code sections 201, 202 and 203; and unfair business practices in violation of Business and Professions Code §§

17200 *et seq.* Subsequent to the filing of the Complaint, Plaintiff exhausted her administrative remedies pursuant to the statutory framework of PAGA, Plaintiff filed a First Amended Complaint adding a PAGA cause of action. The First Amended Complaint was filed on July 25, 2025

- 2.3. On January 24, 2026, the Parties participated in an all-day mediation presided over by employment law mediator Monique Ngo-Bonnici, Esq. With the mediator's assistance, the Parties agreed to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained through informal and formal discovery: (1) Plaintiff's personnel records and employment files; (2) various wage and hour policy documents in effect during the Class and PAGA Periods; (3) a representative randomized sampling of corresponding time and payroll records for the putative Class; (4) class data points, including, for both current and formerly-employed Class Members, total numbers of Class Members, and approximate numbers of workweeks worked, pay periods, and wage statements issued; and (5) PAGA group data points, including, for both current and formerly-employed PAGA Employees, total numbers of PAGA Employees, and approximate numbers of workweeks worked, pay periods, and wage statements issued. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. As part of the Settlement, an amended PAGA Notice, including claims for minimum wage, overtime, and a claim for late payment of wages under Labor Code section 204, was filed and served on April 28, 2026. A Second Amended Complaint will include claims for minimum wage, overtime, and a claim for late payment of wages under Labor Code section 204 (the "Operative Complaint"). The filing of the Second Amended Complaint, after review and approval by Defendant, is a material term of this Settlement.
- 2.6. The Court has not granted class certification.
- 2.7. Defendant denies all of the claims and allegations, including but not limited to liability, damages, penalties, and restitution, asserted in the Action and the anticipated Second Amended Complaint. Defendant has agreed to resolve the Action by this Settlement, but to the extent this Settlement is deemed void or does not take effect, Defendant does not waive, but rather expressly reserves all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation, the ability to challenge class treatment on any grounds or to assert any and all defenses or privileges. The Plaintiffs and their counsel agree that Defendant retains and reserves these rights. In particular, Plaintiff and Class Counsel waive and agree not to argue or to present any argument that Defendant would be estopped from contesting class certification or asserting rights to arbitration because they have entered into this Settlement. In addition, Plaintiff and Defendant recognize and agree that under California law, which is applicable here, courts impose a lesser burden for certification

for settlement classes than they do for contested classes.

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

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$650,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the Effective Date and shall transfer such funds to the Administrator within 30 days after the Effective Date. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval. The Court's adjustment, if any, of the amount allocated to the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the PAGA Penalties in the Action will not invalidate this Agreement.
- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and as a PAGA Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099, which the Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be \$227,500.00, and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion

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

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$7,750.00 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 the \$7,750.00, 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, 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 W-2 Form, which the Administrator will provide to Participating Class Members and to the pertinent taxing authorities as required by law. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, which the Administrator will provide to Participating Class Members and to the pertinent taxing authorities as required by law. Participating Class Members assume full responsibility and liability for any 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 PAGA Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the LWDA PAGA Payment and 35% (\$17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of PAGA Penalties (\$17,500.00) by the total number of PAGA Pay Periods, and (b) multiplying the result by each PAGA Employee's PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, which the Administrator will provide to PAGA Employees and to the pertinent taxing authorities as required by law.

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.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than 30 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data only to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees or consultants who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted any Class Member's identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount no later than 30 days after the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the QSF no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 10 business days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede

disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 a second time as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Identity of “Released Parties.” : (a) Defendant and any temporary or staffing agencies (including but not limited to Aerotek, Inc., Kimco Staffing Services, Inc., Peoplelink LLC dba Zing Recruiting, and Roth Staffing Companies, L.P.) that provided any Class Members or PAGA Employees to work for Defendant; (b) the respective former and present parents, subsidiaries, affiliated corporations and entities, clients, vendors, and independent contractors of any entities identified in subparagraph (a); (c) the predecessors, successors, and assigns of any of any entities identified in subparagraphs (a) through (b); (d) each of the respective past, present, or future officers, directors, members, managers, insurers, reinsurers, accountants, attorneys, investment bankers, investors, trusts, trustees, receivers, licensors, licensees, employees, consultants, vendors, payroll companies, independent contractors, clients, partners, shareholders, joint venturers, co-venturers, third party agents, representatives, administrators, fiduciaries, subrogees, and executors of any entities identified in subparagraphs (a) through (c) in his, her, their, or its capacity as such.
- 5.2. Claims Released By Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, forever release and discharge the Released Parties from all state, federal, or local claims, rights, demands, liabilities and causes of action of any nature or description arising from and/or relating to any claim ever alleged in the Action or which could have been alleged arising from or based on the facts alleged in the Operative Complaint, which arose during the Class Period, as well as any and all damages, restitution, disgorgement, civil penalties, statutory penalties, interest or attorneys’ fees resulting therefrom (“Released Class Claims”).
- 5.2.1. The Released Class Claims include but are not limited to violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199; California Business and Professions Code sections 17200, et seq.; California Civil Code sections 3287, 3289; California Code of Civil Procedure section 1021.5; and applicable Industrial Welfare Commission Wage Orders, and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; and failure to maintain accurate records; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation. Except as set forth in Paragraphs 5.3, 5.3.1, 5.4, and 5.4.1 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.

5.2.2. The Released Class Claims include all federal claims that could have been brought based on the facts alleged in this Action and which shall be barred by virtue of res judicata in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106

5.3. The PAGA claims released by the Plaintiff and all PAGA Employees, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA and State of California, forever release and discharge the Released Parties from all claims, demands, rights, liabilities, and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 et seq.), arising from and/or relating to any claim ever alleged in the Action, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or Plaintiff's PAGA notice letter(s) submitted to the LWDA, which arose during the PAGA Period ("Released PAGA Claims").

5.3.1. The Released PAGA Claims include but are not limited to violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199; and applicable Industrial Welfare Commission Wage Orders, and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; and failure to maintain accurate records; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation.

5.4. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In light of Plaintiff's Class Representative Service Payment, in addition to the Released Class Claims and Released PAGA Claims, Plaintiff Ruford Resurreccion on behalf of himself, his heirs, spouses, executors, administrators, attorneys, agents, and assigns, releases any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, under federal, state, or local law, against Released Parties arising prior to Plaintiff's execution of this Agreement ("Plaintiff's Released Claims"). The Parties understand and agree that Plaintiff's Released Claims do not include any claims for or related to workers compensation, unemployment insurance, or any other claims that cannot be released as a matter of law. Plaintiff understands that Plaintiff's Released Claims includes unknown claims and that Plaintiff is, as a result, waiving all rights and

benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Nothing contained herein shall be construed to preclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the Plaintiffs' Released Claims, but the Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Plaintiff's Released Claims. The Plaintiff acknowledges that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

5.4.1 Plaintiff's Release of Federal Age-Related Claims. Plaintiff's Released Claims includes the release of federal age-related claims. As such, Plaintiff fully and forever releases and discharges the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or had at any time before his signature date below owned or held against any of the Released Parties, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act). This Release does not prohibit Plaintiff from filing any ADEA-related charges with any governmental administrative agency as long as Plaintiff does not personally seek reinstatement, damages, remedies, or other relief as to any claim that Plaintiff has released, any right to which Plaintiff hereby waives.

5.4.1.1 Period for Review and Consideration of Agreement. Plaintiff confirms that he has been given twenty-one (21) days to review and consider this Agreement before signing it. Plaintiff understands that he may use as much or as little of this period as he wishes prior to signing the Agreement.

5.4.1.2 Plaintiff's Right to Revoke Waiver of Claims Under the ADEA, and ADEA Only. In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. section 626(f)) and effectuate the release by Plaintiff of any potential claims under the Federal Age Discrimination In Employment Act, as described herein, Plaintiff agrees as follows. Plaintiff specifically acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination In Employment Act of 1967 ("ADEA") in exchange for the consideration paid. Plaintiff acknowledged that the consideration given for this waiver and release is in addition to anything of value to which he is already entitled. Plaintiff has carefully reviewed this Agreement and understands the terms and

conditions it contains. By entering into this Agreement, Plaintiff is giving up potentially valuable legal rights and each intends to be bound by all the terms and conditions set forth in this Agreement. Plaintiff is entering into this Agreement freely, knowingly and voluntarily. Plaintiff has been advised to consult legal counsel, and has done so, before executing the Agreement. Plaintiff does not waive any rights or claims that may arise after the date this Agreement is executed. If this Agreement is signed by Plaintiff and returned to defense counsel within the time specified in this paragraph, Plaintiff may revoke the release of any ADEA claims only, within seven (7) calendar days of the date of Plaintiff's signature to this Agreement. Revocation must be made by delivering a written notice of revocation to defense counsel, which must be received no later than the close of business on the seventh calendar day (or next business day thereafter, if the seventh calendar day is not a business day) after Plaintiff signs this Agreement. If Plaintiff revokes any ADEA claims, this Agreement shall not be effective or enforceable as to any rights the revoking Plaintiff may have under the ADEA. Additionally, this release eliminates all penalties, such as attorneys' fees, for any action brought by Plaintiff challenging the validity of the ADEA waiver. If Plaintiff revokes the release of ADEA claims, Defendant shall have the right in its sole and absolute discretion to terminate this Agreement, in which event the Parties shall be returned to their positions as if this Agreement had not been made.

Notice to Defendant for purposes of revoking the release of ADEA claims shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; or (c) by registered mail to: (1) Soojin Kang, O'Hagan Meyer LLP, 550 S. Hope Street, Suite 2400, Los Angeles, CA 90071.

**6. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. Defendant's Declaration in Support of Preliminary Approval. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendant and Defense Counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "cy pres recipient."
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2))); and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator. In their Declarations, Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

## **7. SETTLEMENT ADMINISTRATION.**

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

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

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

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A and as approved by the Court. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The Response Deadline for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5.        Requests for Exclusion (Opt-Outs).

7.5.1.        Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's full name, address, social security number, signature, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3.        Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1, 5.2, and 5.3 (and all subparagraphs thereof) of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4.        Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees cannot exclude themselves from the PAGA component of the Settlement, and are deemed to release the claims identified in Paragraphs 5.1 5.3 (and all subparagraphs thereof) of this Agreement, and are eligible for an Individual PAGA Payment.

7.6.        Challenges to Calculation of Workweeks. Each Class Member shall have through the Response Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or

mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel for their input and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1. Email Address, and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Members' calls, faxes, and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. In addition to the Weekly Reports, the Administrator shall report to the Parties when it has completed the initial distribution of the Individual Class Payments and Individual PAGA Payments.
- 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 PAGA 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 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the 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 seven (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.** Defendant has represented that there are 25,360 work weeks from June 23, 2021 through January 24, 2026 that were worked by their direct hire non-exempt employees who worked in California, as well as non-exempt temporary workers who were placed by staffing agencies to work at their California locations. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of work weeks during the Class Period increase beyond 10%, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage

increase in the number of work weeks worked by the class members above 10% (e.g. if the number of work weeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the end of the Class and PAGA Periods to the date in which 27,896 work weeks is met.

**9. DEFENDANT’S RIGHT TO WITHDRAW.** If 5% or more Settlement Class members timely opt out of the class settlement, Defendant shall have the sole right to rescind and void the settlement. If Defendant exercises this right, Defendant shall be responsible for all administration costs incurred to-date. To exercise this right, Defendant shall notify Plaintiff, by sending an email to Class Counsel (Boucher, LLP, Raymond P. Boucher, Alexander Gamez, Majarian Law Group, APC, Sahag Majarian II, Garen Majarian) of Defendant’s intent to withdraw from the Settlement within 7 calendar days after the deadline for Class Members to opt out expires and the Administrator provides a final Weekly Report stating the total number of valid opt outs.

**10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before 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. (s)(1), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) court days 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.

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

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

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Approval Order entered by the

Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations in the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. If one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

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

## **12. ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims based on the Parties' assessments of the mutual risks and costs of further litigation and the assessments of their respective counsel. Nothing in this Agreement is intended or should be construed as an admission by Defendant or Released Parties that any of the allegations in the Action have merit or that Defendant or Released Parties have any liability for any claims asserted or that could have been asserted based on the

facts alleged; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Nothing in this Agreement or any related documents shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Res Judicata. This settlement and the judgment entered thereon shall have res judicata effect precluding Participating Class Members and PAGA Employees from initiating any other proceedings regarding claims released pursuant to this settlement.

12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. The Parties agree that this Agreement is confidential (except for purposes of enforcement) and that none of the Parties will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. The Parties agree, and the Parties shall instruct their counsel, that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about these cases. Plaintiff will instruct his counsel that they shall not utilize this settlement, the long form settlement agreement, or this MOU in any way in their marketing or advertising materials or website.

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

Class Counsel's ethical obligations owed to Class Members. The Parties agree that they will not distribute to any Class Member or PAGA Employee any documents, notices, or information regarding the Action or the settlement other than documents, notices, or information approved by the Court.

12.5.

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

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

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

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

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

12.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

- 12.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 12.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Defendant's Data. Any and all information provided by Defense Counsel to Class Counsel pursuant to Cal. Evid. Code §§1151-1129, and all copies and summaries of the such information provided to Class Counsel by Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement (collectively "Defendant's Data"), may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Defendant's Data unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Defendant's Data.
- 12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

Date: 08/06/2026

RUFORD RESURRECCION

*Ruford Resurreccion*

\_\_\_\_\_  
Ruford Resurreccion

Date: \_\_\_\_\_

T. HASEGAWA USA INC.

\_\_\_\_\_  
By:\_\_\_\_\_

APPROVED AS TO FORM:

Date: \_\_\_\_\_

BOUCHER LLP

\_\_\_\_\_  
Raymond P. Boucher  
Alexander Gamez  
Attorneys for Plaintiff

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

Date: \_\_\_\_\_

RUFORD RESURRECCION

\_\_\_\_\_  
Ruford Resurreccion

Date: 08.05.26

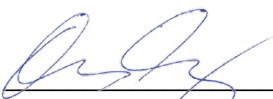
T. HASEGAWA USA INC.

  
\_\_\_\_\_  
By: Kim Burnett

APPROVED AS TO FORM:

Date: August 6, 2026

BOUCHER LLP

  
\_\_\_\_\_  
Raymond P. Boucher  
Alexander Gamez  
Attorneys for Plaintiff

Date: 8/7/2026

MAJARIAN LAW GROUP, APC

DocuSigned by:  
  
6FC1883772AA45C...

Sahag Majarian II  
Garen Majarian  
Attorneys for Plaintiff

Dated: 8/5/26

O'HAGAN MEYER, LLP.

  
Soojin Kang  
Attorneys for Defendant

# **EXHIBIT A**

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

*Resurreccion v. T. Hasegawa USA Inc., Case No. 25STCV18179*

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

**You may be eligible to receive money** from an employee class action lawsuit settlement (“Action” or “Settlement”) against T. Hasegawa USA Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Ruford Resurreccion (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees who are directly employed or have been employed by Defendant and/or all persons who were employed by Defendant through staffing agencies, as non-exempt employees who worked in California for Defendant, during the Class Period (June 23, 2021, through March 24, 2026) (“Class Members”); and (2) penalties under California’s Labor Code Private Attorneys General Act (“PAGA”) for all hourly, non-exempt employees who are directly employed or have been employed by Defendant and/or all persons who were employed by Defendant through staffing agencies, as non-exempt employees who worked in California for Defendant during the PAGA Period (May 20, 2024 through March 24, 2026) (“PAGA Employees”).

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

Based on Defendant’s records and the Parties’ current assumptions, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ workweeks (“Workweeks”), so **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less applicable withholdings)**. Also, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ pay periods (“PAGA Pay Periods”), so **your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay periods** during the PAGA Period. Workweeks and pay periods are based on weeks during which at least one shift was worked. If you believe that you worked more workweeks or pay periods as an hourly, non-exempt employee during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant as an hourly, non-exempt employee in California during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

If you move, you must send the Administrator your new address; otherwise, you may never receive your Settlement payment. It is your responsibility to keep a current address on file with the Administrator.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                                      | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims are defined below).                                                                                                                                                                                                                                                                                                                                                             |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is</b> <span style="background-color: yellow;">[REDACTED]</span> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b> <span style="background-color: yellow;">                    </span></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the</b> <span style="background-color: yellow;">                    </span> <b>Final Approval Hearing</b></p>                                                                                         | <p>The Court’s Final Approval Hearing is scheduled to take place on <span style="background-color: yellow;">                    </span>. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                             |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b> <span style="background-color: yellow;">                    </span></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <span style="background-color: yellow;">[date]</span>. See Section 4 of this Notice.</p>                                                                                                                           |

#### A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. On June 23, 2025, Plaintiff, on his behalf and on behalf of other current and former non-exempt employees, filed a complaint against Defendant in Los Angeles County Superior Court, Case No. 25STCV18179, followed by the First Amended Complaint filed on July 25, 2025 and the operative Second Amended Complaint filed on            (“Operative Complaint”). The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, pay minimum wages, timely pay wages due during employment and upon termination, provide meal periods or compensation in lieu thereof, provide rest periods or compensation in lieu thereof, provide and pay sick leave, provide accurate itemized wage statements, pay waiting time penalties, and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under California’s Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). In May of 2025, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) alleging violations by Defendant of PAGA. Plaintiff also sought derivative statutory penalties, interest, and attorneys’ fees and costs based on these alleged violations. Plaintiff is represented by attorneys in the Action: Raymond P. Boucher and Alexander Gamez of Boucher

LLP and Sahag Majarian II and Garen Majarian of Majarian Law Group, APC (“Class Counsel”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims brought in the Action or that could have been brought based on the facts alleged. Defendant asserts that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or PAGA action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

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

## **C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$650,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and a portion of the PAGA penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date. “Effective Date” means the latest of: (a) the date immediately following passage of the applicable date to seek appellate review of the Court’s order of Final Approval, without an appeal having been filed; (b) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Effective Date shall occur when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval order without material modification, and the applicable date for

seeing further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$227,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$7,750.00 to the Administrator for services administering the Settlement.
  - D. Up to \$50,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. If there are any valid and timely Requests for Exclusion from the Settlement, the Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement according to the number of Workweeks worked, so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Fund.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in

taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date 180 days later when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED] (the "Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, social security number, signature, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged or that could have reasonably been alleged in Plaintiff's PAGA notice letter to the LWDA or the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Effective Date and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged or could have reasonably been alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, forever release and discharge the Released Parties from all state, federal, or local claims, rights, demands, liabilities and causes of action of any nature or description arising from and/or relating to any claim ever alleged in the Action or which could have been alleged arising from or based on the facts alleged in the Operative Complaint, which arose during the Class Period, as well as any and all damages, restitution, disgorgement, civil penalties, statutory penalties, interest or attorneys' fees resulting therefrom ("Released Class Claims").

The Released Class Claims include but are not limited to violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199; California Business and Professions Code sections 17200, et seq.; California Civil Code sections 3287, 3289; California Code of Civil Procedure section 1021.5; and applicable Industrial Welfare Commission Wage Orders, and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; and failure to maintain accurate records; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation. Except as set forth in the PAGA release below, Participating Class Members other than Plaintiff do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Employees' PAGA Release. After the Effective Date, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or Released Parties based on the facts alleged or that could have reasonably been alleged in the Action and resolved by this Settlement.

The PAGA claims released by the Plaintiff and all PAGA Employees, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA and State of California, forever release and discharge the Released Parties from all claims, demands, rights, liabilities, and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 et seq.), arising from and/or relating to any claim ever alleged in the Action, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or Plaintiff's PAGA notice letter(s) submitted to the LWDA, which arose during the PAGA Period ("Released PAGA Claims").

The Released PAGA Claims include but are not limited to violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199; and applicable Industrial Welfare Commission Wage Orders, and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; and failure to maintain accurate records; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member..

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until the Response Deadline of [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

#### **E. HOW WILL I GET PAID?**

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

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

#### **F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, social security number, present address, telephone number or email address, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing that communicates your request to be excluded. Be sure to personally sign your request,

identify the Action as *Resurreccion v. T. Hasegawa USA Inc.*, and include your identifying information. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your complete request to be excluded by the Response Deadline of [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

#### **G. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses and/or Plaintiff's Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Resurreccion v. T. Hasegawa USA Inc.* and include your name, current address, telephone number or email address, and approximate dates of employment for Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

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

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at (time) [REDACTED] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making any decisions. You can attend the hearing (or hire a lawyer to attend). Check the Court's website for the most current information

(<https://www.lacourt.ca.gov>)

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

## **I. HOW CAN I GET MORE INFORMATION?**

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 25STCV18179.

### **DO NOT TELEPHONE THE CLERK OF THE SUPERIOR COURT OR THE JUDGE TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### Class Counsel:

BOUCHER LLP  
Raymond P. Boucher  
Alexander Gamez  
ray@boucher.la  
gamez@boucher.la  
21600 Oxnard Street, Suite 600  
Woodland Hills, CA 91367-4903  
(818) 340-5400

Majarian law Group, APC  
Sahag Majarian  
Garen Majarian  
sahag@majarianlawgroup.com  
garen@majarianlawgroup.com  
18250 Ventura Boulevard  
Tarzana, CA 91356  
(818) 609-0807

#### Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

#### **J. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

#### **K. WHAT IF I CHANGE MY ADDRESS?**

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