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[Additional Counsel Listed after Caption]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARMANDO MUNIZ, HARRY ROBERT
CHILTON, MICHAEL ANTHONY
FITCH, CESAR EDUARDO LICEA
CASTRO, individually and on behalf of
other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

LOT LLC, dba LOT MANAGEMENT
LLC (fka RED COW, INC.), an active
California Limited Liability Company;
HARVEY USA LLC dba HARVEY
GENERAL CONTRACTORS (fka
HARVEY, INC.), an active California
Limited Liability Company; VIVO LLC
dba VIVO dba VIVO LANDSCAPE dba
VIVO LANDSCAPE SERVICES (fka
VIVO GROUP, INC.), and active
California Limited Liability Company;
RCMS LLC dba RED COW
MANAGEMENT SERVICES, an active
California Limited Liability Company;
and DOES 1 through 10,

Defendants.

Case No.: 22STCV32901

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Laura A. Seigle
in Dept. SS-17]*

**COMPENDIUM OF DECLARATIONS,
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL, BY: (1)
HAIK HACOPIAN, (2) ZORIK
MOORADIAN, (3) HARVEY C.
BERGER, (4) SAMUEL DAGAN, (5)
JAMES CLARK, (6) JOHN G. YSLAS,
(7) ARMANDO MUNIZ, (8) ROBERT
HARRY CHILTON, (9) MICHAEL
ANTHONY FITCH, (10) CESAR
EDUARDO LICEA CASTRO**

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL;
AND [PROPOSED] ORDER]

Date: February 19, 2025

Time: 9:00 a.m.

Dept.: SS-17

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Plaintiff CESAR EDUARDO LICEA CASTRO, individually and on
behalf of other persons similarly situated and similarly aggrieved
employees

Declaration of HAIK HACOPIAN

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Armando Muniz and seek appointment as Class Counsel in the class action lawsuit entitled
6 *Armando Muniz, et al. individually and on behalf of other persons similarly situated and*
7 *similarly aggrieved employees v. Lot LLC, dba Lot Management, et al.*, and bearing Los
8 Angeles County Superior Court Case No. 22STCV32901. I make this Declaration in support
9 of Plaintiffs' Motion for Preliminary Approval based on my own personal knowledge and if
10 called as a witness I could and would competently testify to the following facts stated herein.

11 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
12 to the New York State Bar in February of 2011 and was assigned Registration Number
13 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
14 State Bar Number 282361 and have been active and in good standing since. I have
15 been involved in the litigation of complex cases at all stages throughout my career including
16 wage and hour class actions and representative PAGA actions. I am currently actively
17 involved with numerous class action and PAGA matters in various litigation stages.

18 3. The following is a short title index of wage-and-hour class action cases in
19 which I have represented and/or continue to represent named plaintiff in the capacity of co-
20 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
21 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
22 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
23 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
24 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
25 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);
26 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
27 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise
28 (appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott

Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v. Eminent, Inc/19STCV16803 (appointed as class counsel); Gonzalez v. FMS Management/30-2019-01065563-CU-OE-CXC (appointed as class counsel); Ramos v. Liberty Container Corp./20STCV06560 (appointed as class counsel); Mendoza v. Savage Services Corporation/18STCV04798 (appointed as class counsel); Moreno v. DCX-Chol Enterprises/19STCV19105; Villacana v. Crothall Laundry Services/19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Muniz from serving as a Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of \$2,950,000 offered in settlement allowing for significant individual recoveries by employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Mr. Lou Marlin, a respected neutral mediator.

7. Lot is a commercial property services company based in San Diego. Lot's services provided include: day porter services, power washing & steam cleaning, parking lot sweeping, commercial window washing, commercial property engineering, commercial

1 handyman, commercial property ADA compliance, commercial parking lot striping,
2 commercial asphalt maintenance, and concrete & masonry maintenance.

3 8. Plaintiffs were employed by Lot in Los Angeles and San Diego Counties.
4 Plaintiffs and class members serviced various types of commercial locations including
5 shopping centers, banks, and parking facilities. Approximately 1,321 Class Members worked
6 an estimated 88,181 workweeks through April 3, 2024, the date of mediation. There are at
7 least 881 employees covered by PAGA and their 43,041 weekly pay periods through March
8 5, 2024. The average rate of pay is \$16.86, and Plaintiffs count 369,223 total class shifts.

9 9. On October 6, 2022, Plaintiff Muniz commenced this Action by filing a
10 complaint alleging causes of action against Defendant Lot, LLC dba Lot Management for (1)
11 Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay
12 Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay
13 Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; (7) Failure
14 to Reimburse Business Expenses; and (8) Violation of Unfair Business Practices Act – Bus.
15 & Prof. Code §§17200, et seq. On December 28, 2023, the First Amended Complaint was
16 filed which added a cause of action for Failure to Pay for Reporting Time and a representative
17 cause of action for PAGA penalties in accordance with the notice communicated to the
18 Defendant Lot, LLC and the LWDA on October 13, 2022 (LWDA Case No. LWDA-CM-
19 913668-22).

20 10. On October 18, 2024, in accordance with the Parties' agreement to effectuate
21 this comprehensive global settlement, the operative Second Amended Complaint was filed
22 which added Plaintiffs Chilton, Fitch, and Castro as named class representatives and added
23 Harvey USA LLC, Vivo LLC, and RCMS LLC, related Lot entities named in the other
24 overlapping and later filed actions, as named defendants.

25 11. The Parties have conducted investigation of the operative facts and applicable
26 law during the pendency of the case through informal discovery. Prior to mediation, Plaintiffs
27 obtained a sample of timesheets and payroll data that covered 13.5% of class shifts, as well as
28 exemplar wage statements and relevant employee handbooks. This production is underscored

1 by Lot's representation that all class data was retained only in physical form and that it
2 expended significant resources to convert the records to usable and producible electronic
3 form. Plaintiffs were also provided with all pertinent class data points. Plaintiffs retained the
4 assistance of an expert through whom potential class wide damages were assessed.

5 12. On April 3, 2024, Plaintiffs and Lot participated in a full-day mediation before
6 Mr. Lou Marlin. The Parties were able to reach a resolution at the mediation and entered into
7 a Memorandum of Understanding ("MOU"). The Parties ultimately entered into their Class
8 and Representative Action Settlement Agreement and Release incorporating the MOU's
9 terms, a true and correct copy of the final executed version of which is attached hereto as
10 **Exhibit "A"**.

11 13. If the Court approves this settlement, Defendants will pay the gross sum of
12 \$2,950,000 ("Total Settlement Amount" or "TSA") which will be used to fund this Settlement
13 and make payments to Class Members, who will be paid on an all-in non-reversionary opt-
14 out basis. The Total Settlement Amount excludes the employer share of taxes on the wage
15 component of the Settlement which will be separately funded by Lot. In order to maximize
16 recovery, the Parties agreed to a funding schedule whereby \$1,000,000 of the TSA will be
17 funded by April 30, 2025 and \$1,950,000 of the TSA will be funded by October 31, 2025.

18 14. The Net Settlement Amount to be distributed to Settlement Class Members
19 calculates to \$1,806,666.67 after deductions from the Settlement Amount for: (1) \$983,333.33
20 (33 1/3% of the TSA) for attorneys' fees, (2) \$50,000 for litigation costs, (3) \$40,000 for the
21 Service Awards to Plaintiffs, (4) \$20,000 in maximum settlement administration costs, (5) a
22 \$37,500 payment to the LWDA as its 75% share of the \$50,000 allocated to settlement of
23 Plaintiffs' PAGA claims, and (6) a \$12,500 distribution to Aggrieved Employees for their
24 25% share of the PAGA allocation. The approximate estimated simple average class
25 settlement payment, assuming maximum awards and participation by 1,350 individuals,
26 calculates to \$1,338.27. ($\$1,806,666.67 \div 1,350$).

27 15. I am unaware of any other cases or claims that would be impacted by this
28 Settlement. I am unaware of any other pending wage and hour lawsuits against Defendants or

1 lawsuits implicating wage and hour claims of the proposed settlement class here besides the
2 matters that are included as part of this Settlement. Defendants have not filed any Notice of
3 Related Cases or informed my office of any overlapping or related lawsuits, pending or
4 otherwise. A search for other PAGA notices filed against Lot on the LWDA's online database
5 does not show any PAGA notices besides the ones communicated by Plaintiffs here. Attached
6 hereto as **Exhibit "B"** is a true and correct copy of the PAGA Notice communicated on behalf
7 of Plaintiff Muniz to Defendants and the LWDA on October 13, 2022.

8 16. Plaintiffs' requested incentive payments are intended to recognize Plaintiffs'
9 contributions on behalf of the Class and are fair in relation to the total settlement, their efforts,
10 and standing alone.

11 17. The Parties have agreed to an attorneys' fees award of \$983,333.33, which is
12 one-third (33 1/3%) of the Total Settlement Amount of \$2,950,000, and payment of
13 documented litigation costs and expenses up to \$50,000. My office and co-counsel will submit
14 detailed support for our request for a fee award along with the motion for final approval of the
15 settlement. For now, I submit that the requested fee is fair compensation for undertaking a
16 complex, risky, expensive, and potentially time-consuming litigation involving this case on a
17 purely contingent fee basis. Here, our office and co-counsel have incurred substantial
18 attorneys' fees independently conducting pre-filing investigations, analyzing the claims,
19 litigating the cases, conducting legal research and analysis, reviewing significant documentary
20 and electronic records produced by Defendants, performing data analysis of employee
21 timekeeping data and payroll records, preparing for and attending a full-day mediation,
22 negotiating the settlement, preparing and amending the long-form Class and Representative
23 Action Settlement Agreement and Release, Class Notice, and preparing this Motion for
24 Preliminary Approval, and otherwise aggressively pursuing the interests of the putative class.

25 18. I submit that the request for attorneys' fees is reasonable when viewed as an
26 overall percentage of the settlement as well as with reference to counsel's loadstar. In light of
27 the risks and significant work undertaken by counsel, the results obtained for the class, and
28 the efficiency with which the Parties collaborated to conduct the litigation, the fee and cost

1 request is fair and reasonable.

2 19. Employee time was tracked through handwritten timesheets which employees
3 completed and then photographed/scanned them and sent them to Lot after the close of weekly
4 pay periods. The timesheets reviewed by Plaintiffs reveal entries at regular hour and half hour
5 intervals. Plaintiffs contended that such was an unreliable timekeeping system and
6 unrepresentative of actual work time as employees were pressured and coerced by managers
7 to enter scheduled hours onto the time sheets. Notably, many timesheets simply show total
8 shift hours. Plaintiffs note that they were often called to properties to respond to emergencies
9 and were not compensated for that. As such, considering the varying nature of the work, it
10 would be expected that the timesheets would have a higher than average degree of variance.
11 Lot contended that employees had full leeway in tracking their time on the time sheets, that
12 all entries needed to be consistent with time worked, and that employees were paid in
13 accordance with the submitted time sheets.

14 20. Assuming a loss range of 5 minutes to 15 minutes per shift, at the base hourly
15 rate of \$16.86 across 369,223 shifts, damages for unpaid wages calculate to \$518,758.26 to
16 \$1,556,274.95. This claim for unpaid wages, however, is extremely individualized and carries
17 substantial certification risk. A determination of whether any particular timesheet is an
18 accurate representation of time worked will depend on a specific shift, position, location,
19 management, and other circumstances that will not translate to certification. Any assessment
20 will rely on morass of individual inquiries that will require a determination as to whether
21 Defendants caused any instance of work off-the-clock or whether such was due to employee
22 choice. In light of this, Plaintiffs do not value an unpaid wage claim in excess of 25% of the
23 assessed exposure, or a range from \$129,689.57 to \$389,068.74.

24 21. As with time recordation, Plaintiffs contended that meal breaks recorded on
25 the timesheets were not accurate as supervisors expected for timesheets to reflect compliant
26 meal breaks, even when meals were late or short. Also, Plaintiffs recall being routinely
27 contacted by managers while on meal breaks. Lot's handbook provides for "a (1) hour unpaid
28 lunch break for every six hours worked" (with the option to take a "thirty (30) minute lunch

break”) to “begin before the end of the 5th hour of consecutive work” and an additional lunch break for “employees working over ten (10) hours in one shift.” Lot represented that employees were afforded great leeway in taking their meal breaks, that they started paying meal premiums in 2023 and their handbook makes reference to the off-duty nature of meal breaks.

22. Lot has represented that, based on their review, about 40% of meal eligible shifts show a facial violation of late, short, or no meal break. At a 40% violation rate across 250,370 meal eligible shifts, exposure calculates to \$1,677,519.42. Of course, significant certification risk exists as individualized inquiry would be required to determine whether a facial meal violation on the time sheets was due to employee choice or coerced by Lot. In light of the challenges in crafting a certifiable theory and prevailing on the merits across an on-site workforce operating under varying circumstances, Plaintiffs do not value a meal break claim at more than \$500,000.

23. As to rest breaks, Lot maintained a written policy to provide “a ten-minute rest period for every four hours worked.” Plaintiffs contended that they never received them and to the extent any break was taken, it would be a meal break. No rest breaks were recorded on the timesheets. Lot’s 2015 handbook provides for a “ten-minute paid rest period for every four hours worked” and the 2020 handbook introduced “major fraction thereof” modifier and off-duty nature. Lot pointed out that employees were made aware of rest break requirements and any instances of missed rest breaks were a result of employee volition. Moreover, that certification of such a claim is highly improbable due to the absence of written records (as rest breaks are not required to be recorded) and a morass of factual inquiry necessary to assess the reasons why any individual employee (or a specific group of employees) missed a rest break on specific instances. Although an assumed 85% violation rate across all 320,781 rest break eligible shifts will result in exposure of \$4,597,115.04, Plaintiffs value a rest break claim at less than the meal break claim and not more than \$400,000 for the class due to challenges inherent in the claim, both on certification and merits.

24. Employees used their personal cell phones to communicate with managers,

1 transmit their time sheets. Employees also used their own tools and used their personal
2 vehicles to travel between job sites when required. Lot maintained that it provided all
3 necessary tools at its sites. The payroll records reflect “AUTO” and, more frequently, “CELL”
4 reimbursements. Almost all of the AUTO payments are for \$80.77. The most frequent CELL
5 payments are for \$3.46, \$3.47, \$5.76, \$5.77, or \$11.54. Given that cell phone use was required,
6 one would expect a cell reimbursement on every pay stub, but the payroll data reflects cell
7 reimbursement about 15% of the time. Although Lot has policies addressing reimbursement
8 of certain types of expenses, there is no explanation as to how, what appear to be standardized
9 reimbursement amounts, are determined.

10 25. The average monthly cell phone bill is \$141 per month, per an online search.
11 Assuming two individuals are on a plan and half of half is attributable to a class member’s
12 work-related use per month, that comes to \$35.25 per month. At an average 4.33 workweeks
13 per month, that reimbursement should be around \$8.14 per workweek. At \$8.14 across 88,181
14 workweeks, exposure comes to \$717,793.34 for unreimbursed cell phone expenses. Factoring
15 in certification risk and credit to Lot for amounts paid, Plaintiffs do not value potential
16 exposure at more than 40% of assessed exposure, or \$287,117.34. As to mileage
17 reimbursement, assuming 10 miles per workweek at an average IRS rate of \$0.595/mi,
18 exposure comes to \$524,676.95. No records exist for when employees made trips to other job
19 locations and Plaintiffs would encounter issues with proving the amount of mileage incurred
20 by employees and potential factual variations, including the claim likely being skewed toward
21 certain groups of employees and managers more than others, which would pose challenges
22 for certification and liability. As such, Plaintiffs do not value a claim for vehicle mileage at
23 more than 50% of the assessed exposure, or \$262,338.48.

24 26. A claim for waiting time penalties would be derivative of the claims for unpaid
25 wages and meal and rest premiums but the weaknesses described there would directly impact
26 the viability of this claim. *See Naranjo v. Spectrum Sec. Srvcs.* (2022) 13 Cal.5th 93. At 930
27 former employees, the maximum waiting time penalties would potentially calculate to
28 \$3,653,899.20. Further, there are class certification variables as to when and how final pay

1 was made available by Lot and when payments were picked up/delivered to employees. In
2 light of the foregoing, Plaintiffs do not believe the value of a waiting time claim exceeds 20%
3 of the assessed maximum, or \$730,779.84.

4 27. The exemplar regular wage statements are facially compliant with the
5 requirements of Labor Code Section 226. As with waiting time penalties, this claim would be
6 derivative of unpaid wage, meal, and rest break violations. *See Naranjo, supra*. Although
7 maximum exposure calculates to \$3,653,900.20 for the 873 employees during the wage
8 statement penalty period for 42,160 pay periods from October 6, 2021 to March 15, 2024,
9 value may be assessed at not more than the 10% of the maximum exposure, or \$365,390.02,
10 due to this claim's reliance on the underlying claims and subject to weaknesses described
11 therein as well as due to the recent California Supreme Court's decision in *Naranjo v.*
12 *Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, whereby a good faith defense was
13 extended to civil penalty claims for wage statement violations.

14 28. There are 43,041 PAGA Pay Periods. Assuming Plaintiffs are to identify a
15 predicate violation for every pay period across all the claims and a \$100 penalty for each and
16 every pay period, would result in \$4,304,100 in maximum penalties. Applying an 80%
17 reduction to this amount, as consistent with reported cases, results in a potential exposure of
18 \$860,820. Hacoian Decl. ¶30. See e.g., *Fleming v. Covidien* (C.D. Cal. Aug. 12, 2011) 2011
19 WL 7563047 at *4 (reduction of PAGA civil penalties for wage statement violations from
20 \$2,800,000 to \$500,000, because employees suffered no injury, defendants were not aware
21 that their wage statements violated the law, and that they took prompt steps to correct
22 violations.) The intention of PAGA penalties is not to serve a punitive or compensatory
23 purpose but to sufficiently act as a deterrent to future Labor Code violations. Moreover, a
24 court may readily conclude that a lower penalty assessment, or a nominal one, will suffice as
25 these defendants are smaller employers. Plaintiffs do not believe that any high six figure
26 PAGA penalty recovery is very realistic in this case. In light of the foregoing, and also because
27 of potential defenses to the substantive claims that would bear on PAGA liability and
28 coverage, the Parties' \$50,000 allocation for release of the PAGA claims reflects a very fair

compromise and is extremely reasonable.

29. The settlement is fair and adequate when compared to the total potential exposure and the risks inherent in Plaintiffs' claims. I consider the settlement to be significantly more than a "fraction" of potential recovery, particularly considering the various potential complications, dangers and pitfalls that proceeding would entail. This proposed settlement provides a fair and reasonable monetary recovery for the Class in the face of disputed claims and significant hurdles. The \$2,950,000 Total Settlement Amount captures the entirety of the \$2,675,285.25 to \$2,934,664.42 assessed case value on viable class claims, which is extremely favorable given the significant risk factors described above.

Claim	Exposure	Discount Applied	Value
Unpaid Wages	\$518,758.26 to \$1,556,274.95	75%	\$129,689.57 to \$389,068.74
Meal Period	\$1,667,519.42	70%	\$500,000
Rest Period	\$4,597,115.04	91.3%	\$400,000
Unreimbursed Cell Phone	\$717,793.34	60%	\$287,117.34
Unreimbursed Mileage	\$524,676.95	50%	\$262,338.48
Waiting Time	\$3,653,899.20	80%	\$730,779.84
Wage Statement	\$3,653,900.20	90%	\$365,390.02
	\$15,333.662.41 to \$16,371,179.10		\$2,675,285.25 to \$2,934,664.42

30. The parties had engaged in significant review and assessment of the asserted claims. Lot could have moved for summary adjudication on all or some of the claims. Moreover, preparation for class certification and trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or summary judgment ruling. As a result, the parties would incur considerably more attorneys'

1 fees and costs through trial. This settlement avoids those risks and the accompanying expense.

2 31. To the extent any claims were certified, Defendants would certainly seek to
3 decertify them. Absent settlement, there was a risk that there would never be a certified class.

4 32. The proposed settlement is within the range of possible approval for
5 communication of a notice in conformity and consideration thereof by the Class. The Court
6 will have the opportunity to again assess the reasonableness of the settlement after the Class
7 has had the opportunity to opt-out or object.

8 33. The alternative method of resolution of the claims asserted here would be
9 multiple individual lawsuits, challenging the same alleged wage and hour policies and
10 practices of Defendants, and each seeking a small amount of damages. Such duplicative
11 litigation would be extremely inefficient and costly for the courts and wasteful for judicial
12 forums that would otherwise devote resources to other matters.

13 34. Attached hereto as **Exhibit "C"** is a true and correct copy of the administration
14 quote for \$14,000 provided by the proposed settlement administrator, Phoenix Settlement
15 Administrators, which is less than the \$20,000 maximum contemplated by the settlement.

16 35. I have no financial interest in, or involvement with, the proposed by cy pres
17 beneficiary in this case California Rural Legal Assistance (CRLA). Nor do I have any financial
18 interest in, or involvement with, the proposed administrator, Phoenix Settlement
19 Administrators, outside of dealing with Phoenix as an appointed administrator in other class
20 and representative matters.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed this 10th day of January 2025, in Calabasas, California.

24
25 /s/Haik Hacopian
Haik Hacopian, Declarant

Exhibit “A” – Executed Settlement Agreement

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses six (6) related actions filed in Los Angeles County Superior Court and San Diego Superior Court:

(1) A class action complaint filed on October 6, 2022, and entitled *Armando Muniz v. Lot LLC*, Los Angeles Superior Court Case No. 22STCV32901 (the “Lead Class Action”);

(2) A Private Attorneys General Act (“PAGA”) representative action complaint filed on January 23, 2023, and entitled *Michael Hudson, et al. v. Lot LLC*, San Diego Superior Court Case No. 37-2023-00002931-CU-OR-CTL (the “Lead PAGA Action”);

(3) A class action complaint filed on June 1, 2023, entitled *Michael A. Fitch v. Lot Management et al.*, San Diego Superior Court Case No. 37-2023-00023001-CU-OE-CTL;

(4) A class action complaint filed on June 30, 2023, and entitled *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00027908-CU-OE-CTL;

(5) A PAGA representative action complaint filed on July 21, 2023, and entitled *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00027908-CU-OE-CTL; and

(6) A PAGA representative action complaint filed on August 14, 2023, and entitled *Michael A. Fitch v. Lot Management, et al.*, San Diego Superior Court Case No. 37-2023-00034751-CU-OE-CTL.

Collectively, the Class Actions and PAGA Actions are the “Lawsuits.” The Parties agree that Plaintiff Armando Muniz will file an amended complaint in his case (“22STCV32901”) to consolidate the Lawsuits for purposes of settlement approval and entry of judgment.

This Agreement is entered into between Plaintiffs Armando Muniz, Michael Hudson, Harry Chilton, Michael A. Fitch, and Cesar Eduardo Licea Castro, individually, and as a representatives for the alleged class and aggrieved employees described below (collectively “Plaintiffs”), on one hand, and Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.), Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.), Vivo LLC dba Vivo

dba Vivo Landscape dba Vivo Landscape Services (fka Vivo Group, Inc.), RCMS LLC dba Red Cow Management Services, Stephen Harvey, and Steven Harmon, (collectively, “Defendants”), on the other hand.

The Parties intend this Agreement to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained in the Agreement. This Agreement, which is contingent upon Final Court approval and the payment of the consideration set forth herein, contains the essential terms of the Parties’ agreement. The Plaintiffs and Class Counsel believe, and the Parties have agreed, that the Settlement set forth herein confers substantial benefits upon the Class Members.

I. DEFINITIONS

1. Class Counsel

“Class Counsel” means MOORADIAN LAW, APC, BERGER & WILLIAMS, LLP, THE LAW OFFICES OF SAMUEL DAGAN, LAVI & EBRAHIMIAN, LLP, and WILSHIRE LAW FIRM, who, subject to Court approval, shall act as counsel for the Class, pursuant to the Joint Prosecution Agreement entered into between them on or about March 6, 2024.

2. Class Counsel Award

“Class Counsel Award” means attorneys’ fees and legal costs for Class Counsel’s litigation and resolution of the Lawsuits.

3. Class Information

“Class Information” means information regarding Class Members that Defendants will compile from its records and provide to the Settlement Administrator in an excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and the total number of workweeks during which each Class Member performed work for Defendants during the Class Period.

4. Class Members

“Class Member(s)” or “Class” All current and former non-exempt employees employed by Defendants in California or continuing to be employed by Defendants in California between

October 6, 2018 to July 1, 2024. Defendants estimated for purposes of mediation that there are: 88,181 workweeks worked by 1,321 Class Members as of April 3, 2024.

5. Class Periods

“Class Period” is October 6, 2018 to July 1, 2024.

6. Class Representatives

“Class Representatives” means Plaintiffs Armando Muniz, Harry Chilton, Michael A. Fitch, and Cesar Eduardo Licea Castro, subject to Court approval.

7. Class Representatives’ Enhancement Award

“Class Representatives’ Enhancement Award” means the amount that the Court authorizes to be paid to the Class Representatives, in recognition of their efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Defendants. Said enhancement is not to exceed \$10,000.00 to each Class Representative, except as to Plaintiff Hudson who will withdraw as a Class Representative. For avoidance of doubt, Plaintiff Hudson shall remain entitled to receive his Individual Settlement Payment as a Class Member.

8. Complaint

“Complaint(s)” means the operative complaints filed in the Lawsuits.

9. Court

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

10. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the order granting Final Approval of this Settlement and Final Judgment consistent with the terms of this Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice

and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the Final Judgment and final approval or order approving the Settlement.

11. Eligible Workweek

“Eligible Workweek(s)” means any workweek in which a Class Member worked for at least one day in California as an employee of Defendants, during the Class Period, according to Defendants’ records.

12. Final Approval Hearing

“Final Approval Hearing” means the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Settlement.

13. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Settlement consistent with the terms of this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

14. Individual PAGA Payment

“Individual PAGA Payment(s)” means the pro rata share of the (25%) amount of the PAGA Payment allocated to the PAGA Settlement Group Members that each PAGA Settlement Group Member will receive, without regard to whether he or she is a Class Member or Participating Class Member. PAGA Settlement Group Members will not have the opportunity to opt out or object to the PAGA Payment and/or PAGA Release set forth in this Agreement, although the PAGA settlement will be subject to Court approval.

15. Individual Settlement Payment

“Individual Settlement Payment(s)” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment. The Individual Settlement Payments

payable to Class Members who submit Requests for Exclusion will remain part of the Net Settlement for distribution to Participating Class Members.

16. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

17. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, Class Representative’s Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

18. Class Notice

“Class Notice” means the Notice of Class and Representative Action Settlement approved by the Parties and subject to Court approval, substantially in the form of Exhibit A, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member. Class Members will be provided with a Spanish translation of the Class Notice.

19. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

20. PAGA Payment

“PAGA Payment” means the payment in the amount of \$50,000, or other amount ordered by the Court, to be paid out of the Total Settlement Amount to the LWDA and PAGA Settlement Group Members in settlement of all claims for PAGA penalties.

21. PAGA Period

The “PAGA Period” means September 21, 2021 to July 1, 2024.

22. PAGA Settlement Group Member

“PAGA Settlement Group Member(s)” refers to all Class Members employed by Defendants from September 21, 2021 to July 1, 2024. Each PAGA Settlement Group Member will be paid an Individual PAGA Payment.

23. PAGA Release

“PAGA Release” shall mean any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying allegations and/or the alleged Labor Code violations pled in the original and amended Complaints in the Lawsuits and/or the LWDA notice during the PAGA Period. Class Members who are PAGA Settlement Group Members and opt out of the Settlement will still be bound by the PAGA Release.

24. Participating Class Members

“Participating Class Members” means those Class Members who do not submit a valid and timely Request for Exclusion consistent with the procedures set forth in this Agreement.

25. Parties

“Parties” means Plaintiffs and Defendants, collectively.

26. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement consistent with this Agreement.

27. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further

agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and related Treasury Regulations, only the Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

28. Released Claims

All claims and/or causes of action arising from or related to this case under any federal, state or local law or administrative order that were or could have been pleaded during the Class Period based on the facts alleged in the operative class action complaint and amendments, and administrative claims, whether known or unknown, including the failure to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, and any other claims whatsoever that were or could have been alleged in this case based on the facts of the complaints, including all related claims for restitution and other equitable relief under Business and Professions Code section 17200, liquidated damages, waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004, including but not limited to California Business and Professions Code sections 17200, *et seq.*, 17203; Labor Code sections 200, 201, 202, 203, 204, 206.5, 210, 218.5, 226-226.5, 226.7, 510, *et seq.*, 512, 515, 558, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802; related IWC Wage Orders including Wage Order Nos. 5 and 7; Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.* Any release under the Fair Labor Standards Act shall become effective only upon negotiation of the settlement check by a Participating Class Member. (“Released Claims”).

29. Released Parties

“Released Parties” means Defendants and each of their respective parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, and their agents.

30. Request for Exclusion

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a statement electing to be excluded from the Settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Class Notice. However, any Class Members who timely and properly submit a Request for Exclusion will still receive an Individual PAGA Payment (to the extent they are a PAGA Settlement Group Member) and be bound by the terms of the PAGA Release if the Class Members are PAGA Settlement Group Members.

31. Response Deadline

“Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Class Notice, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the Settlement; or (c) dispute the information contained in the Class Notice.

32. Settlement Administrator

“Settlement Administrator” means Phoenix Administrators, the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

33. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement, not to exceed \$18,000.00. References to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

34. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendants, which is the gross sum of \$2,950,000.00 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; PAGA Payment; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Award to Plaintiffs as approved by the Court; and a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court.

Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the 10% portion of the Individual Settlement Payments allocated to wages shall be made by Defendants, separate and apart from the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of Settlement Class only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will become null and void.

2. Procedural History.

On October 6, 2022, Plaintiff Armando Muniz a class action complaint entitled *Armando Muniz v. Lot LLC*, Los Angeles Superior Court Case No. 22STCV32901 (the "Lead Class Action"). On December 28, 2023, Plaintiff Muniz filed a First Amended Complaint.

On January 23, 2023, Plaintiffs Michael Hudson and Harry Chilton filed a PAGA representative action complaint entitled *Michael Hudson, et al. v. Lot LLC*, San Diego Superior Court Case No. 37-2023-00002931-CU-OE-CTL. On January 9, 2024, Plaintiffs Hudson and Chilton filed a First Amended Complaint.

On June 1, 2023, Plaintiff Michael A. Fitch filed a class action complaint entitled *Michael A. Fitch v. Lot Management, Inc., et al.*, San Diego Superior Court Case No. 37-2023-00023001-CU-OE-CTL.

On June 30, 2023, Plaintiff Cesar Eduardo Licea Castro filed a class action complaint entitled *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00027908-CU-OE-CTL.

On July 21, 2023, Plaintiff Cesar Eduardo Licea Castro filed a PAGA representative action complaint entitled *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00030891-CU-OE-CTL.

On August 14, 2023, Plaintiff Michael A. Fitch filed a PAGA representative action complaint entitled *Michael A. Fitch v. Lot Management, Inc., et al.*, San Diego Superior Court Case No. 37-2023-00034751-CU-OE-CTL.

Collectively, the above-referenced complaints are referred to as “the Lawsuits.”

The Lawsuits seek damages and penalties for Defendants’ alleged failure to: failure to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, and any other claims whatsoever that were or could have been alleged in this case based on the facts of the complaints, including all related claims for restitution and other equitable relief under Business and Professions Code section 17200, liquidated damages, waiting-time penalties, and penalties under the Labor Code Private Attorneys General Act of 2004.

On April 3, 2024, the Parties engaged in private mediation with a well-respected wage and hour class action mediator, Lou Marlin, Esq. Before mediation, Plaintiffs requested and Defendants produced extensive documentation including time and pay data, policy documents, class size information, information on the number of pay periods and workweeks, and information regarding the hourly rates and workweek. In short, Defendants provided informal discovery sufficient to enable the Plaintiffs and Class Counsel to rigorously evaluate the strengths, weaknesses, and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, disputes the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs’ claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Lawsuits. Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members’ and PAGA Settlement Group Members’ employment. Nevertheless, Defendants

have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any later action against or by Defendants to support a stay of such later action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel who are very experienced in wage and hour class action and PAGA claims. Class Counsel investigated the facts relevant to the Lawsuits, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendants deny any liability, Defendants are agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Lawsuits on the terms set forth.

3. Benefits of Settlement to Class Members.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuits, both generally and in

response to Defendants' defenses, and the difficulties in establishing damages for the Class Members. Plaintiffs and Class Counsel have considered Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendants' Reasons for Settlement.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendants continue to contend that they are not liable for any of the claims set forth by Plaintiffs in the Lawsuits, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Lawsuits. Defendants maintain that they have complied with all applicable state, federal, and local laws and settlement of the Lawsuits shall not be construed as an admission of any wrongdoing by Defendants.

5. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants have claimed and continue to claim that the Released Claims and the claims within the PAGA Release have no merit and do not give rise to liability. Nothing contained in this Agreement, no documents referred to, and no action taken to carry out this Agreement, may be construed or used as an admission by Defendants as to the merits of any of the claims asserted in the Lawsuits or the suitability of the Lawsuits for class or representative action treatment.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, and subject to Defendants' full payment of all consideration due, the Participating Class Members, including Plaintiffs, shall be deemed to have fully released the Released Parties from the Released Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and/or deposits any check for the Individual Settlement Payment.

2. PAGA Release as to All Members of PAGA Settlement Group.

As of the Effective Date, and subject to Defendants' full payment of all consideration due, all PAGA Settlement Group Members, including Plaintiffs and the State of California, shall be deemed to have fully released the Released Parties from any and all claims contemplated under the PAGA Release. These releases will take effect whether or not a PAGA Settlement Group Member receives his or her Individual PAGA Payment or cashes and/or deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiffs.

As of the Effective Date, and subject to Defendants' full payment of all consideration due, Plaintiffs release, for themselves only, the Released Parties from all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiffs' relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief.

Plaintiffs further covenant that they will not become members of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs' released claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

Plaintiffs' release set forth includes a waiver of all rights under California Civil Code §1542, 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.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employments with Defendants.

4. Tax Treatment.

All Individual Settlement Payments shall be allocated as follows: 10% as wages, 20% as reimbursement of business expenses, and 70% as penalties and liquidated damages. The portion of Individual Settlement Payments allocated as wages shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment. Individual PAGA Payments shall be treated 100% as non-wage payments for alleged penalties and shall not be subject to any withholdings or deductions. The Settlement Administrator shall issue I.R.S. Form 1099 if required for all non-wage payments. Defendants shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Total Settlement Amount. Plaintiffs and each

Class Member should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

5. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

6. Preliminary Approval of Settlement.

Plaintiffs will move the Court to grant preliminary approval of this Settlement consistent with the terms of this Agreement, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits, for preliminary approval by the Court. Plaintiffs shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of an order preliminarily approving the proposed Settlement and setting a date for a Final Approval Hearing. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for

preliminary approval. On the same date on which the Settlement is filed with the Court, Class Counsel shall concurrently submit it to the LWDA in compliance with PAGA. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the order granting preliminary approval.

7. Settlement Administrator.

Within fifteen (15) business days of the Court granting preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Class Notice. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendants, except that, subject to Defendants' approval, relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against the Defendants and/or the Released Parties and will only be used to administer the Settlement under the terms provided.

No later than three (3) calendar days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Class Members on the list.

Defendants shall prepare the class list by October 31, 2024.

a. Notice by First Class U.S. Mail.

Within 20 days of receipt of the Class Information, the Settlement Administrator will mail copies of the Class Notice via regular First-Class U.S. Mail. The form of the proposed Class Notice will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the Lawsuits.

b. Undeliverable Notices.

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a Class Notice was undeliverable. Class Members who receive a re-mailed Class Notice shall have their Response Deadline extended fourteen (14) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments.

Class Members who disagree with the number of Eligible Workweeks stated on their Class Notice may provide documentation and/or a written explanation to the Settlement Administrator to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Class Members and the Parties. Defendants' records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

Individuals who fall within the definition of the Class may choose to exclude themselves as Participating Class Members. The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response

Deadline. The Request for Exclusion must be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any Class Members who exclude themselves from the Settlement will not receive an Individual Settlement Payment and will not be bound by the Released Claims, but will be bound by the PAGA Release and will be sent their Individual PAGA Payment provided that the Class Members are PAGA Settlement Group Members.

Every Class Member who does not validly and timely exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10) calendar days after the Response Deadline.

f. Objections.

The Class Notice shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants with

this notice no later than the Response Deadline. It will also inform Class Members that if they first request exclusion from, and opt out of, the Class and then object, the objections would not be considered valid and that if the Class Members object and then request exclusion from, and opt out of the Class, the Class Members would be deemed to have waived their objection.

8. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

9. Funding of the Qualified Settlement Fund.

No later than five (5) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Total Settlement Amount (\$2,950,000.00) into the QSF and shall inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes under this Settlement. Defendants shall fund the QSF according to the following schedule:

- a. \$1,000,000 by April 30, 2025; and
- b. \$1,950,000 by October 31, 2025.

The Total Settlement Amount shall be held in an interest-bearing account. If final approval of the Settlement is not granted, then the entire amount paid with accrued interest shall be returned to Defendants, minus any administrative costs incurred. If final approval is granted, then the entire amount plus accrued interest shall be paid as the Total Settlement Amount. If final approval is granted and the Settlement is not funded per the above schedule, or it is partially funded, then Defendants will be in default and Plaintiffs will have the right to seek entry of judgment for any unpaid balance on an *ex parte* basis. Should enforcement efforts be necessary, Plaintiffs shall be entitled to recovery of reasonable attorneys' fees and costs in addition to any unpaid balance. If the settlement is partially funded and Defendants are in default, Plaintiffs will be entitled to effectuate distribution of any partially funded settlement on a proportionate basis and concurrently seek judgment of any unpaid balance for a later proportionate distribution. The disbursement date

for the Total Settlement Amount to the Class and PAGA payments shall be the later of fourteen (14) days after the Effective Date or November 14, 2025.

10. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative's Enhancement Award, PAGA Payment, and Settlement Administrator Costs approved by the Court from the Total Settlement Amount. The anticipated Net Settlement Amount is \$1,806,666.67. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$2,950,000.00
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Requested Class Rep. Enhancements	
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\$10,000.00 (each) Award Total:	
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\$40,000	
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Requested Class Counsel Fees:	\$983,333.33
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Requested Class Counsel Costs:	\$50,000
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75% of PAGA Payment to the LWDA:	\$37,500.00
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25% of PAGA Payment to PAGA	
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Settlement Group Members:	\$12,500.00
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Settlement Administrator Costs:	\$20,000.00
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Net Settlement Amount	\$1,806,666.67
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This is a non-reversionary Settlement in which Defendants will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendants. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Class.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class

Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the “Workweek Value”); and (iii) the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member’s Individual Settlement Payment.

Participating Class Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendants make no representation, and it is understood and agreed that Defendants have made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, Individual PAGA Payments, the payment of any Class Counsel Award, or the payment of the Class Representative’s Enhancement Award. The Class Notice will advise each Class Member to seek his/her own personal tax advice before responding to the Class Notice, and Defendants, the Class Representatives, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice before acting in response to the Class Notice.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member’s last known mailing address within fifteen (15) days after Defendant fully funds the Settlement.

11. Individual PAGA Payments

The Individual PAGA Payment will be the payment to each PAGA Settlement Group Member, calculated as follows: 25% of the PAGA Payment (\$12,500) divided by the number of PAGA Settlement Group Members Pay Periods, then multiplied by the number of PAGA Settlement Group Member Pay Periods attributable to the specific PAGA Settlement Group Member. If any additional amount is ordered by the Court to be paid for PAGA civil penalties the

court-ordered PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendants be required to pay in excess of the Total Settlement Amount, except as otherwise provided in this Agreement. Individual PAGA Payment checks shall be mailed by regular First-Class U.S. Mail to each PAGA Settlement Group Member's last known mailing address within fifteen (15) days after Defendants fully fund the Settlement. If the Court approves a lesser PAGA Payment, then the balance will remain part of the Net Settlement for distribution to Participating Class Members.

12. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment checks and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired checks ("Unclaimed Settlement Payments") shall be deposited as follows: any unclaimed settlement checks over \$200 shall escheat to the State Treasury as unclaimed property pursuant to the Unclaimed Property Law (UPL); and any unclaimed settlement checks \$200 or less shall be paid to California Rural Legal Assistance (CRLA), which provides legal services to low income workers. The Parties represent and warrant they have no affiliation with either of these entities.

13. Class Representatives' Enhancement Awards.

Defendants agree not to oppose or object to Plaintiffs' application to the Court for a Class Representatives' Enhancement Award of \$10,000.00 each, except as to Plaintiff Hudson who will withdraw as a Class Representative. For avoidance of doubt, Plaintiff Hudson shall remain entitled to receive his Individual Settlement Payment as a Class Member. The Class Representatives' Enhancement Award shall be paid by the Settlement Administrator to Plaintiffs from the Total Settlement Amount no later than fifteen (15) business days after Defendants fully fund the Settlement. The Class Representatives' Enhancement Award shall be in addition to each Plaintiff's Individual Settlement Payment as a Class Member. Any amount requested by Plaintiffs for the Class Representatives' Enhancement Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

14. Class Counsel Award.

Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees in the amount of up to thirty-three and one-third percent (\$983,333.33) of the Total Settlement Amount. Defendants further agree not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, to be paid from the Total Settlement Amount, not to exceed \$50,000. Class Counsel shall be paid the Class Counsel Award by the Settlement Administrator no later than fifteen (15) business days after Defendants fully fund the Settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be included in the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. Class Counsel have entered into a fee sharing agreement, consented to in writing by Plaintiff, which complies with the requirements of California law. To the extent the attorneys' fees award to Class Counsel is less than requested, Class Counsel shall be entitled to appeal the fee award without affecting the balance of the Settlement.

15. Settlement Administrator Costs.

The Parties agree to allocate up to \$20,000 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members in the manner set forth, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Defendants within thirty (30) days of said notification.

a. Responsibilities of the Settlement Administrator.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by Defendants to calculate each Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Class Notice to them; communicating with Class Members as necessary; printing and mailing the Class Notice and tax forms to the Participating Class Members as directed by the Court; receiving and reporting Requests for Exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, and Participating Class Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Class Members' Individual Settlement Payment; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

16. Payment to the LWDA.

Seventy-five percent (75%) of the PAGA Payment, or \$37,500 will be paid by the Settlement Administrator to the LWDA from the funding of the Total Settlement Amount. In no event shall Defendants be required to pay in excess of the Total Settlement Amount, except as otherwise provided in this Agreement. The LWDA shall be paid its portion of the court-approved PAGA Payment no later than fifteen (15) business days after Defendants fully fund the Settlement. Any amount requested for the PAGA Payment and not granted by the Court shall be included in the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

17. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine whether the Settlement will be finally approved, including

the requested Class Counsel Award, the requested Class Representatives' Enhancement Award, the PAGA Payment, and Settlement Administrator Costs.

18. Final Approval Order.

The Parties will request that the Court enter, after the Final Approval Hearing, an Order granting final approval and a Final Judgment. The proposed Order granting final approval will certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; approve the PAGA Payment; address other terms of the Settlement; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed order granting final approval. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any motion requesting the Class Counsel Award and Class Representatives' Enhancement Award, supporting declarations, and exhibits, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents they intend to submit in support of their Motion for Final Approval at least seven days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the Order granting final approval.

19. Nullification of Settlement/Options.

In the event: (i) the Court denies preliminary approval of the Settlement despite the reasonable efforts of the Parties; (ii) the Court denies final approval of the Settlement despite the reasonable efforts of the Parties; (iii) the Court refuses to enter a Final Judgment as provided; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any Order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that event, any fees already incurred by the Settlement Administrator shall be split equally by the Parties.

If more than 7.5% of Class Members submit valid Requests for Exclusion, Defendants have the option to nullify this settlement within fifteen (15) business days of notification by the

Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendants terminating the Settlement.

It is estimated that there are approximately 1,321 Class Members who worked an estimated 88,181 workweeks during the Class Period as of April 3, 2024. Should the number of workweeks in the Class Period increase by more than 10% as of July 1, 2024 (8,818 workweeks) or exceed a total of 96,999 workweeks, Defendants will have the option to increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek or, if Defendants decline to exercise this option, the Gross Settlement Amount will cover no more than 8,818 additional workweeks (which is 10% more than 88,181, the number of workweeks disclosed in advance of the mediation), and the Release date will be moved back to only cover the Class and PAGA Periods during which no more than 88,181 workweeks were worked by the Class Members. To the extent there is an increase in workweeks and Defendants opt to move back the end date of the Release, such option must be exercised prior to communication of the Class Notice to Class Members, or else it will be waived. Defendants will have ten (10) calendar days to exercise the option after the third-party administrator performs the final calculations of workweeks and informs all counsel in writing of the final number.

20. Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in the Lawsuits.

If, for any reason, the Settlement is not approved by the Court after good faith efforts by the Parties to obtain approval, this Agreement will be void and the Parties will be restored to their respective positions as if the Class had never been certified. The Parties further agree that this

Agreement will not be admissible in this or any other proceeding as evidence that (i) a class action should be certified or not decertified; (ii) either matter may proceed as a representative action; or (iii) Defendants have any obligation or liability to Plaintiffs or any Class Member other than according to the Settlement's terms. In the event the Settlement is not approved or otherwise voided, Defendants expressly reserve all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

21. Confidentiality Provision

The Parties agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media, issue any press release, or otherwise publicize the terms of the Settlement, except that in response to media inquiries the Parties may refer the inquirer to the Settlement documents filed in Court. To the extent there are questions, the Parties will confer as to appropriate statements, if any, to be made. Plaintiffs have been advised to keep this Settlement confidential until preliminary approval is granted.

22. No Effect on Employee Benefits.

Amounts paid to Plaintiffs, Participating Class Members and/or PAGA Settlement Group Members pursuant to this Settlement shall be deemed not to have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.), if any, for which Plaintiffs or Participating Class Members or PAGA Settlement Group Members were eligible during their employment.

23. No Admission by Defendant.

Defendants deny any and all claims alleged in the Lawsuits and deny all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants.

24. Representation.

All Parties have been represented by counsel throughout all negotiations which preceded

the execution of this Settlement, and all Parties have been advised by counsel before entering into this Settlement.

Class Counsel represents that they do not currently represent any current or former employee who worked for Defendants in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendants. Class Counsel also represent that Class Counsel have not used any information obtained in the Lawsuits to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendants.

25. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

26. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that the Lawsuits shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement.

27. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

28. Entire Agreement.

This Agreement and any attached Exhibits, including specifically the executed Memorandum of Understanding dated April 3, 2024, constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties and not based on any promises, representation, and/or warranties not stated.

29. Authorization to Enter into Settlement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendants represents and warrants that he or she is authorized to do so. Each Plaintiff represents and warrants that he is authorized to sign this Agreement, and he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

30. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

31. California Law Governs.

All terms of this Agreement and the Exhibits shall be governed by and interpreted according to the laws of the State of California.

32. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all

orders and judgments entered in connection therewith.

34. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with law so as to define all provisions of this Agreement valid and enforceable, and the remaining terms shall be enforced.

WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and PAGA Settlement Group Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 1/2/2025

DocuSigned by:
Armando Muniz
853BC56BA535485...
By: _____
ARMANDO MUNIZ

Dated: _____

By: _____
MICHAEL HUDSON

Dated: _____

By: _____
HARRY CHILTON

Dated: _____

By: _____
MICHAEL A. FITCH

Dated: _____

By: _____
CESAR EDUARDO LICEA CASTRO

Signatures Continued on Next Page

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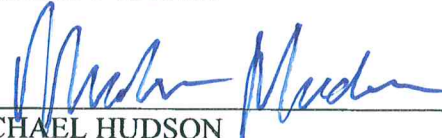
WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and PAGA Settlement Group Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
ARMANDO MUNIZ

Dated: 1-7-25

By: 
MICHAEL HUDSON



Dated: _____

By: _____
HARRY CHILTON

Dated: _____

By: _____
MICHAEL A. FITCH

Dated: _____

By: _____
CESAR EDUARDO LICEA CASTRO

Signatures Continued on Next Page

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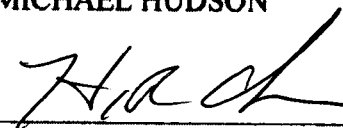
Dated: _____

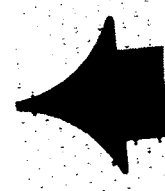
By: _____
ARMANDO MUNIZ

Dated: _____

By: _____
MICHAEL HUDSON

Dated: 1-7-25

By: 
HARRY CHILTON



Dated: _____

By: _____
MICHAEL A. FITCH

Dated: _____

By: _____
CESAR EDUARDO LICEA CASTRO

Signatures Continued on Next Page

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IT IS SO AGREED:

Dated: _____

By: _____
ARMANDO MUNIZ

Dated: _____

By: _____
MICHAEL HUDSON

Dated: _____

By: _____
HARRY CHILTON

Dated: 10/10/2024

By: 
MICHAEL A. FITCH

Dated: _____

By: _____
CESAR EDUARDO LICEA CASTRO

Signatures Continued on Next Page



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IT IS SO AGREED:

Dated: _____

By: _____
ARMANDO MUNIZ

Dated: _____

By: _____
MICHAEL HUDSON

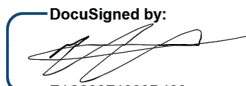
Dated: _____

By: _____
HARRY CHILTON

Dated: _____

By: _____
MICHAEL A. FITCH

Dated: 10/6/2024

By:  _____
CESAR EDUARDO LICEA CASTRO

Signatures Continued on Next Page

Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

Dated: _____

By: _____

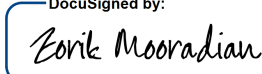
Print Name: _____

Title: Authorized Representative for Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

APPROVED AS TO FORM AND CONTENT:

Dated: 1/2/2025

MOORADIAN LAW, APC

DocuSigned by:

By: _____
A76681CAFF4D4BE...
Zorik Mooradian
Haik Hacopian
Attorneys for Plaintiff Armando Muniz and the
Proposed Class

Dated: _____

BERGER & WILLIAMS, LLP

By: _____
Harvey C. Berger
Attorneys for Plaintiff Michael Hudson and
Harry Chilton and the Allegedly Aggrieved
Employees

Dated: _____

THE LAW OFFICES OF SAMUEL DAGAN

By: _____
Samuel Dagan
Attorneys for Plaintiff Michael Hudson and

Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

Dated: Oct 8, 2024

By: 

Print Name: STEPHEN HARVEY

Title: Authorized Representative for Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOORADIAN LAW, APC

By: _____
Zorik Mooradian
Haik Hacopian
Attorneys for Plaintiff Armando Muniz and the
Proposed Class

Dated: _____

BERGER & WILLIAMS, LLP

By: _____
Harvey C. Berger
Attorneys for Plaintiff Michael Hudson and
Harry Chilton and the Allegedly Aggrieved
Employees

Dated: _____

THE LAW OFFICES OF SAMUEL DAGAN

By: _____
Samuel Dagan
Attorneys for Plaintiff Michael Hudson and

Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

Dated: _____

By: _____

Print Name: _____

Title: Authorized Representative for Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOORADIAN LAW, APC

By: _____
Zorik Mooradian
Haik Hacopian
Attorneys for Plaintiff Armando Muniz and the
Proposed Class

Dated: 10/14/24

BERGER & WILLIAMS, LLP

By: 
Harvey C. Berger
Attorneys for Plaintiff Michael Hudson and
Harry Chilton and the Allegedly Aggrieved
Employees

Dated: _____

THE LAW OFFICES OF SAMUEL DAGAN

By: _____
Samuel Dagan
Attorneys for Plaintiff Michael Hudson and

Lot LLC dba Lot Management LLC (fka Red Cow, Inc.); Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.); Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services; RCMS LLC dba Red Cow Management Services, Stephen Harvey; and Steven Harmon

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By: _____

Print Name: _____

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APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOORADIAN LAW, APC

By: _____

Zorik Mooradian
Haik Hacopian
Attorneys for Plaintiff Armando Muniz and the
Proposed Class

Dated: _____

BERGER & WILLIAMS, LLP

By: _____

Harvey C. Berger
Attorneys for Plaintiff Michael Hudson and
Harry Chilton and the Allegedly Aggrieved
Employees

Dated: 10/15/2024

THE LAW OFFICES OF SAMUEL DAGAN

By: _____

Samuel Dagan
Attorneys for Plaintiff Michael Hudson and

Harry Chilton and the Allegedly Aggrieved
Employees

Dated: 01/09/2025

LAVI & EBRAHIMIAM, LLP

By: Joseph Lavi

N. Nick Ebrahimian
Alan Wilcox
Attorneys for Plaintiff Michael A. Fitch and the
Proposed Class and the Allegedly Aggrieved
Employees

Dated: _____

WILSHIRE LAW FIRM

By: _____

John G. Ysals
Diego Aviles
Jeffrey C. Bills
Harry Erganyan
Attorneys for Plaintiff Cesar Eduardo Licea
Castro and the Proposed Class and the
Allegedly Aggrieved Employees

Dated: _____

SORRENTINO & ASSOCIATES PC

By: _____

Paul F. Sorrentino
Vincent P. Sorrentino
Defendants Lot LLC dba Lot Management LLC
(fka Red Cow, Inc.); Harvey USA LLC dba
Harvey General Contractors (fka Harvey, Inc.);
Vivo LLC dba Vivo dba Vivo Landscape dba
Vivo Landscape Serv; RCMS LLC dba Red
Cow Management Services, Stephen Harvey;
and Steven Harmon



Harry Chilton and the Allegedly Aggrieved
Employees

Dated: _____

LAVI & EBRAHIMIAM, LLP

By: _____

N. Nick Ebrahimiian
Alan Wilcox
Attorneys for Plaintiff Michael A. Fitch and the
Proposed Class and the Allegedly Aggrieved
Employees

Dated: 10/6/2024

WILSHIRE LAW FIRM

By:  _____

John G. Ysals
Diego Aviles
Jeffrey C. Bils
Harry Erganyan
Attorneys for Plaintiff Cesar Eduardo Licea
Castro and the Proposed Class and the
Allegedly Aggrieved Employees

Dated: _____

SORRENTINO & ASSOCIATES PC

By: _____

Paul F. Sorrentino
Vincent P. Sorrentino
Defendants Lot LLC dba Lot Management LLC
(fka Red Cow, Inc.); Harvey USA LLC dba
Harvey General Contractors (fka Harvey, Inc.);
Vivo LLC dba Vivo dba Vivo Landscape dba
Vivo Landscape Serv; RCMS LLC dba Red
Cow Management Services, Stephen Harvey;
and Steven Harmon

Harry Chilton and the Allegedly Aggrieved
Employees

Dated: _____

LAVI & EBRAHIMIAM, LLP

By: _____
N. Nick Ebrahimiian
Alan Wilcox
Attorneys for Plaintiff Michael A. Fitch and the
Proposed Class and the Allegedly Aggrieved
Employees

Dated: _____

WILSHIRE LAW FIRM

By: _____
John G. Ysals
Diego Aviles
Jeffrey C. Bills
Harry Erganyan
Attorneys for Plaintiff Cesar Eduardo Licea
Castro and the Proposed Class and the
Allegedly Aggrieved Employees

Dated: 10/11/2024

SORRENTINO & ASSOCIATES PC

By:  _____
Paul F. Sorrentino
Vincent P. Sorrentino
Defendants Lot LLC dba Lot Management LLC
(fka Red Cow, Inc.); Harvey USA LLC dba
Harvey General Contractors (fka Harvey, Inc.);
Vivo LLC dba Vivo dba Vivo Landscape dba
Vivo Landscape Serv; RCMS LLC dba Red
Cow Management Services, Stephen Harvey;
and Steven Harmon

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

(Armando Muniz, et al. v. Lot LLC, et al. Superior Court of the State of California, County of Los Angeles, Case No. 22STCV32901)

*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.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from the settlement of a class and representative action lawsuit ("Action") as an employee of Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.), Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.), Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services (fka Vivo Group, Inc.), RCMS LLC dba Red Cow Management Services, Stephen Harvey, and Steven Harmon (hereinafter "**Defendants**") employed in California during the period from October 6, 2018 to July 1, 2024 ("**Class Period**") for alleged wage and hour violations. If you were employed during the period from September 21, 2021 to July 1, 2024 ("**PAGA Period**"), you may be additionally entitled to a share of penalties for settlement of claims under the Private Attorneys General Act of 2004 ("**PAGA**").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<___>>, which is based on [NUMBER] workweeks allocated to you during the Class Period. In addition, your estimated Individual PAGA Payment is \$<<___>>, which is based on [NUMBER] pay periods allocated to you during the PAGA Period. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Individual Settlement Payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request to be excluded from the Settlement, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are a PAGA Settlement Group Member who opts out, you will still be paid your Individual PAGA Payment and will remain bound by the PAGA Release regardless of whether you submit a request for exclusion.

The Opt-Out Deadline is: [DATE]	If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object to the Settlement Written Objections Must be Submitted By: [DATE]	If you do not opt-out, you can object to any aspect of the proposed settlement by writing to the Court about why you do not agree with the Settlement or by appearing at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and Pay Periods you worked according to Defendants' records is stated above. If you disagree with either of these numbers, you must challenge it by [DATE] . See Section 5 of this Notice.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiffs Armando Muniz, Michael Hudson, Harry Chilton, Michael A. Fitch, and Cesar Eduardo Licea Castro ("Plaintiffs"), and Defendants Lot LLC dba Lot Management LLC (fka Red Cow, Inc.), Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.), Vivo LLC dba Vivo dba Vivo Landscape dba Vivo Landscape Services (fka Vivo Group, Inc.), RCMS LLC dba Red Cow Management Services, Stephen Harvey, and Steven Harmon ("Defendants") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees (hourly) employed by Defendants in California or continuing to be employed by Defendants in California between October 6, 2018 to July 1, 2024 “Class Period.”

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 6, 2022, Plaintiff Armando Muniz filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles, Case Number 22STCV32901. Subsequently, Plaintiffs Hudson, Chilton, Fitch, and Castro filed their own class and representative PAGA lawsuits in the Superior Court of the State of California, County of San Diego. On _____, 2024, Plaintiffs combined their lawsuits and claims and filed a Second Amended Complaint in the Muniz lawsuit, alleging the following class and PAGA claims against Defendants: (1) failure to provide meal periods; (2) failure to provide paid rest periods; (3) failure to pay wages including overtime; (4) failure to pay for reporting time, (5) failure to timely pay wages at termination/separation; (6) failure to timely pay vacation wages at termination; (7) failure to provide accurate itemized wage statements, (8) failure to reimburse business expenses, and (9) unfair business practice. This lawsuit is referred to as the “Action.”

Defendants deny and dispute all such claims. Defendants contend that Plaintiffs and the Class Members were properly compensated for wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendants complied with California wage statement requirements; Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; Plaintiffs and the Class Members were properly reimbursed for expenses; Defendants did not engage in unfair business practices; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs Muniz, Fitch, Chilton, and Castro to serve as the Class Representatives, and the law firms of Mooradian Law, APC, Berger & Williams, LLP, the Law Office of Samuel Dagan, Lavi & Ebrahimian, LLP, and Wilshire Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Defendants have agreed to pay an “all in” amount of Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives’ Service Payments, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendants.

If the Settlement is granted final approval by the Court, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator on the following schedule:

\$1,000,000 by April 30, 2025, and \$1,950,000 by October 31, 2025. The “Effective Date” means sixty (60) days after the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before Individual Settlement Payments are made to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$18,000, for expenses, including without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed thirty-three and one-third percent (33.3%) of the Gross Settlement Amount, which is presently \$983,333.33 and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representatives Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to Plaintiffs Muniz, Chilton, Fitch, and Castro, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$50,000 relating to the claim for penalties under the PAGA, \$37,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$12,500.00 will be distributed to the PAGA Settlement Group Members based on their respective pay periods during the PAGA Period (September 21, 2021 through July 1, 2024). “PAGA Settlement Group Members” means all Class Members employed by Defendants during the PAGA Period. All PAGA Settlement Group Members will be sent their share of the PAGA Payment and will be subject to the PAGA Release as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representatives Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted

from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (i) using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the “Workweek Value”); and (iii) the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member’s Individual Settlement Payment.

Tax Matters. Ten percent (10%) of each Participating Class Member’s Individual Settlement Payment is in settlement of wage claims (“Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety percent (90%) of each Participating Class Member’s Individual Settlement Payment is in settlement of claims for unreimbursed business expenses, penalties and interest, including waiting time penalties and PAGA penalties, allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend or represent that anything contained in this Class Notice constitutes tax advice. The tax issues for each Participating Class Member are unique, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, and subject to Defendants’ full payment of all consideration due, the Participating Class Members, including Plaintiffs, shall be deemed to have fully released the Released Parties from the Released Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and/or deposits any check for the Individual Settlement Payment.

Released Claims means all claims and/or causes of action arising from or related to this case under any federal, state or local law or administrative order that were or could have been pleaded during the Class Period based on the facts alleged in the operative class action and PAGA complaint and amendments, and administrative claims, whether known or unknown, including without limitation the failure to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, and any other claims whatsoever that were or could have been alleged in this case based on the facts of the complaints, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code

section 17200, liquidated damages, waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004, including but not limited to California Business and Professions Code sections 17200, *et seq.*, 17203; Labor Code sections 200, 201, 202, 203, 204, 206.5, 210, 218.5, 226-226.5, 226.7, 510, *et seq.*, 512, 515, 558, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802; related IWC Wage Orders including Wage Order Nos. 5 and 7; Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.* Any release under the Fair Labor Standards Act shall become effective only upon negotiation of the settlement check by a Participating Class Member. (“Released Class Claims”).

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

PAGA Release. As of the Effective Date, and subject to Defendants’ full payment of all consideration due, all PAGA Settlement Group Members, including Plaintiffs and the State of California, shall be deemed to have fully released the Released Parties from any and all claims contemplated under the PAGA Release. These releases will take effect whether or not a PAGA Settlement Group Member receives his or her Individual PAGA Payment or cashes and/or deposits any check for the Individual PAGA Payment. “PAGA Release” shall mean any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying allegations and/or the alleged Labor Code violations pled in the original and amended Complaints in the Lawsuits and/or the LWDA notice during the PAGA Period. Class Members who are PAGA Settlement Group Members and opt out of the Settlement will still be bound by the PAGA Release. (“PAGA Release”).

5. How much will my payment be?

Based on the calculations of payments to Class Members discussed above, your estimated Individual Settlement Payment from the Net Settlement Amount is <<____>>, which is based on [NUMBER] workweeks allocated to you during the Class Period.

Your estimated Individual PAGA Payment is \$<<____>>, which is based on [NUMBER] pay periods allocated to you during the PAGA Period.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Settlement Payment will be mailed automatically to the same address as this Class Notice. **If your address is incorrect or has changed, you must notify the Settlement Administrator.** The Settlement Administrator can be contacted at: _____.

The Court will hold a Final Approval Hearing on [REDACTED], 2025, at [REDACTED] to decide whether to approve the Settlement and award attorneys' fees and costs to Class Counsel and service awards to the Plaintiffs Muniz, Chilton, Fitch, and Castro. If the Court approves the Settlement and there are no objections or appeals, payments are expected to be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Claims. However, PAGA Settlement Group Members who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the PAGA Release regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [REDACTED]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Claims in the *Armando Muniz v. Lot LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Armando Muniz v. Lot LLC*, Case No. 22STCV32901. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is [INSERT ADDRESS]. Written requests for exclusion from the Settlement that are postmarked after [REDACTED], or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendants, and describe why the Class Member believes the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Armando Muniz v. Lot LLC*, in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV32901.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [REDACTED].

Alternatively, Class Members may appear in person or remotely at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. Please note that if you submit a written objection by the deadline above, you do not need to appear at the Final Approval Hearing for consideration of your written objection by the Court.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, in Department 17 before the Honorable Laura Seigle. The purpose of this hearing is for the Court to consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval to the Settlement and to award amounts to be paid as attorneys' fees and costs to Class Counsel and service payments to Plaintiffs Muniz, Chilton, Fitch, and Castro, as well as the costs for the Settlement Administrator and payment to the LWDA for PAGA penalties. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to do so. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of Los Angeles.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED] or write to *Armando Muniz v. Lot LLC* Settlement Administrator, c/o [REDACTED]; or contact Class Counsel, whose information is set forth below.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs, and service awards, the motion for final approval, or other Settlement documents by contacting Class Counsel. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the Los Angeles Superior Court by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV32901. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Los Angeles Superior Court by calling (213) 830-0800, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012.

The addresses for Parties' counsel are as follows:

Class Counsel:

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IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, any settlement checks over \$200 shall escheat to the State Treasury as unclaimed property pursuant to the Unclaimed Property Law (UCL), and any unclaimed settlement checks \$200 or less shall be paid to California Rural Legal Assistance (CRLA), which provides legal services to low-income workers. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CALL THE COURT, THE JUDGE, OR DEFENDANTS ABOUT THIS NOTICE.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

Exhibit “B” – Plaintiff Muniz’s PAGA Notice

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

OCTOBER 13, 2022

VIA USPS CERTIFIED MAIL

Lot LLC
9455 Ridgehaven Court, Ste. 200
San Diego, CA 92123
7021 1970 0001 7314 1455

Agent for Service of Process for
Lot LLC
Steven W. Harvey
9455 Ridgehaven Court, Ste. 208
San Diego, CA 92123
7021 1970 0001 7314 1462

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Lot LLC dba Lot Management

To Whom It May Concern:

This office represents Armando Muniz with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against Lot LLC dba Lot Management (“Lot Management”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Lot Management is engaged in the business of commercial property maintenance and servicing. Mr. Muniz worked as a non-exempt hourly employee of Lot Management. Lot Management employs numerous non-exempt, hourly paid employees such as Mr. Muniz in California. Unfortunately, Lot Management has engaged in the following practices:

Failure to Pay Wages

Lot Management failed to pay employees for all hours worked, including any overtime and double time, primarily due to improper time tracking and work off-the-clock that included failure to compensate for employee travel between work sites. Additionally, Employees also did not receive net 30-minute meal breaks due to remaining on duty or being interrupted before completing a meal break.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Failure to Provide COVID-19 Supplemental Paid Sick Leave

Lot Management, as a private employer with 26 or more employees, was required to provide COVID-19 Supplemental Paid Sick Leave to employees who were unable to work or telework due to various reasons including: being subject to a quarantine or isolation period related to COVID-19, being advised by a healthcare provider to quarantine due to COVID-19, experiencing COVID-19 symptoms and seeking a medical diagnosis, caring for a family member who was subject to quarantine or isolation due to COVID-19, or attending a vaccine appointment or unable to work due to vaccine-related side effects. Lot Management, however, failed to provide employees with supplemental paid sick leave.

Meal Breaks

Lot Management engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the time tracking process and factors identified above.

Rest Breaks

Lot Management engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. Notably, rest breaks were not at least a net ten (10) minutes in duration on account of work interruptions and other factors.

Waiting Time and Unpaid Vacation Wages

At the time of an employee's separation (whether it be by termination or resignation) Lot Management has failed to provide the employee with all monies owed, including meal break

premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Lot Management maintained a separate vacation/PTO benefit for employees and vacation wages would be owed to the extent that any unpaid compensation was not factored into the accrual of the vacation benefit. Correspondingly, any vacation balance paid to an employee upon separation would not be full and complete. Furthermore, any PTO balance that had accrued would be subject to forfeiture and would not be available for payout upon separation.

Noncompliant Wage Statements

Lot Management has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums and sick leave.

Failure to Fully Reimburse Employee Expenses

Lot Management required uniforms and safety equipment as well as the use of tools, personal cell phones, and personal vehicles but never provided reimbursement to employees for related expenses including mileage reimbursement for vehicle use.

Failure to Maintain Records

Lot Management further failed to maintain Mr. Muniz's and other aggrieved employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Mr. Muniz and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Lot Management has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Lot Management violated, and continues to violate, Labor Code Section 201 by failing to pay the employees its has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Lot Management violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Lot Management violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Lot Management violated, and continues to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: Lot Management violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Lot Management violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: Lot Management violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to employees upon their separation.

Labor Code Sections 246, 247, 248.2, and 248.6: Lot Management violated, and continues to violate, Labor Code Sections 246, 247, 248.2, and 248.6 by failing to provide sick leave and COVID-19 Supplemental Paid Sick Leave to employees.

Labor Code Section 510: Lot Management violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: Lot Management violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: Lot Management violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: Lot Management violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Lot Management violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Section 2802: Lot Management violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Mr. Muniz and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

7021 1970 0001 7314 1462

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
San Diego, CA 92123	
OFFICIAL USE	
Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.60
Total Postage and Fees	\$4.60
Sent To	AGENT FOR SERVICE OF PROCESS - LOT, LLC
Street and Apt. No., or PO Box No.	4455 ROSENTHAL COURT STE. 208
City, State, ZIP+4 [®]	SAN DIEGO, CA 92123
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7021 1970 0001 7314 1455

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
San Diego, CA 92123	
OFFICIAL USE	
Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.60
Total Postage and Fees	\$4.60
Sent To	LOT LLC
Street and Apt. No., or PO Box No.	4455 ROSENTHAL COURT STE. 200
City, State, ZIP+4 [®]	SAN DIEGO, CA 92123
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Thu, Oct 13, 2022 at 11:31 AM

10/13/2022

LWDA Case No. LWDA-CM-913668-22
Law Firm : Mooradian Law, APC
Plaintiff Name : Armando Muniz
Employer: Lot LLC dba Lot Management
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit “C” – Administration Quote



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,321
Opt Out Rate	1%
Opt Outs Received	13
Total Class Claimants	1,308
Subtotal Admin Only	\$14,000.00

Not-to-Exceed Total \$14,000.00

For 1321 Class Members

Pricing Good for Scope of Estimate Only

August 28, 2024

Case: MUNIZ v. LOT MGMT Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Haik Hacopian, Esq.
Firm: Mooradian Law, APC
Contact Number: 818.487.1998 tel
Email: haik.hacopian@gmail.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 1321 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$149.99	1	\$149.99
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$200.00	2	\$400.00
Total			\$1,081.99

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.35	1,321	\$462.35
Notice Packet & Opt-Out Form	\$1.00	1,321	\$1,321.00
Estimated Postage (up to 2 oz.)*	\$0.76	1,321	\$1,003.96
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,100.00	1	\$1,100.00
Total			\$4,462.31

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	132	\$132.10
Remail Notice Packets	\$1.00	132	\$132.10
Estimated Postage	\$0.76	132	\$100.40
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$694.60

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	13	\$132.10
Case Manager	\$85.00	2	\$170.00
Total			\$937.10

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$0.95	1,400	\$1,330.00
Estimated Postage	\$0.76	1,400	\$1,064.00
Total			\$3,609.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$2.50	280	\$700.00
Case Associate	\$65.00	3	\$195.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Uncashed Escheat to CA State Controller	Inc.	Inc.	Inc.
Total			\$3,215.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$14,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

**Declaration of
ZORIK MOORADIAN**

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1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
10 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
11 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
12 Partnership/30-2018-01007420; Boch v. Merchants Building
13 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
14 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
15 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
16 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
17 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
18 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
19 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
20 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
21 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
22 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
23 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
24 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
25 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
26 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
27 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
28 Production Framing/30-2019-01104255; Morales Cano v. Coordinated
Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;

1 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
2 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
3 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
4 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
5 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
6 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
7 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
8 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
9 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
10 Services/19STCV01207; Villacana v. Crothall Laundry Services,
11 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

12 5. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to California Labor Code Sections
14 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
15 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
16 Private Attorneys General Act.

17 6. I seek appointment as class counsel on behalf of the settlement class. I know
18 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
19 this matter. I also know of no conflicts that would preclude Mr. Muniz from serving as a
20 Class Representative in this matter.

21 7. As a result of my prior experience, including as class counsel in other wage
22 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
23 proposed class in this action. Based on my experience as Class Counsel, I believe, in light of
24 the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that
25 the proposed settlement is fair to the class, reasonable and more than adequate in view of (i)
26 the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity
27 and likely duration of further litigation, (iii) the risk and difficulty of obtaining class
28 certification and maintaining class action status through trial, (iv) the total settlement amount

1 of \$2,950,000 offered in settlement allowing for significant individual recoveries by
2 employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with
3 similar settlements in wage and hour class actions that have received court approval, and (vii)
4 the fact that the settlement was the result of arms' length negotiations between experienced
5 counsel facilitated by Mr. Lou Marlin, a respected neutral mediator.

6 8. I submit that the proposed settlement is within the range of possible approval
7 for communication of a notice in conformity and consideration thereof by the Class Members.
8 The Court will have the opportunity to again assess the reasonableness of the settlement after
9 the Class has had the opportunity to opt-out or object.

10 9. I have no financial interest in, or involvement with, the proposed by cy pres
11 beneficiary in this case California Rural Legal Assistance (CRLA). Nor do I have any
12 financial interest in, or involvement with, the proposed administrator, Phoenix Settlement
13 Administrators, outside of dealing with Phoenix as an appointed administrator in other class
14 and representative matters.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on January 10, 2025, in Calabasas, California.

18
19
20 /s/Zorik Mooradian
Zorik Mooradian

**Declaration of
HARVEY C. BERGER**

1 I, HARVEY C. BERGER, declare:

2 1. I am an attorney at law licensed to practice before all courts in the State of
3 California. I am a partner at Berger & Williams, LLP, and I and my co-counsel Samuel Dagan of
4 Law Offices of Samuel Dagan are attorneys of record in the action *Hudson v. Lot LLC*, Case No.
5 37-2023-00002931-CU-OE-CTL (“Hudson Case”), which is consolidated with the above-
6 captioned case. I declare that the matters stated are within my personal knowledge, and that I could
7 and would competently testify to these facts if called upon to do so in Court.

8 2. I have a Master’s degree in Management from the MIT Sloan School, with
9 Industrial Relations as my area of specialization. Before becoming an attorney, I was a personnel
10 manager for a company of 2,000 employees, a labor relations consultant, and a labor relations
11 representative for a billion-dollar corporation. Since my admission to the California Bar in 1982,
12 I have represented numerous parties in civil actions of various types and degrees of complexity,
13 some of which included class actions (other than wage-and-hour class actions, which are discussed
14 below). I tried my first employment law case in 1986. In 1995/1996 I was defense counsel in a
15 class action representing insurance brokers in federal court. In 1997, I was defense counsel for an
16 action that was commenced as a class action of homeowners against a homeowners’ association
17 and certain members of its Board of Directors. Since 1996, and as detailed below, I have gained
18 extensive experience in wage-and-hour class actions, and after the Private Attorneys General Act
19 was passed, in PAGA cases.

20 3. Since 1997, our firm has represented plaintiffs and defendants in scores of wage
21 and hour class actions. Notably, I filed what I believe was the first wage and hour class action in
22 Southern California, *Halley v. Mini-Bus Systems, Inc.*. In 2005, Mark Pope and I filed *Lee v.*
23 *Dynamex*, which changed employment law in California.

24 4. I have also acted as mediator in several wage-and-hour class actions, as well as a
25 mediator and arbitrator in other employment cases. In addition, I have contributed to a BNA
26 publication by authoring a portion of a chapter on California wage-and-hour laws, in “Wage and
27

1 Hour Laws – A State By State Survey.” I have also given seminars on employment issues,
2 including wage and hour class actions to the California Employment Lawyers Association.

3 5. In 2015, I was honored to be invited into the College of Labor and Employment
4 Attorneys, and in 2016 I was invited to become an arbitrator and mediator for AAA on its employment
5 law panel. I was named a Top Employment Attorney virtually every year that honor was bestowed, and
6 a Super Lawyer for over a decade.

7 6. On April 3, 2024, I and Haik Hacopian of Mooradian Law, APC attended mediation with
8 Lou Marlin during which a global settlement was reached with respect to Mr. Hudson’s and Mr.
9 Chilton’s Private Attorneys General Act (“PAGA”) lawsuit and the overlapping PAGA and Class Action
10 cases which have been consolidated.

11 7. The facts and potential damages underlying this case have been investigated by each
12 Plaintiffs’ Counsel, and demonstrate that the settlement is appropriate. Settlement has been reached at
13 an early stage, before the parties continue with the uncertainties of the certification process, trial, and
14 potential appeals. The Settlement Agreement anticipates and accounts for every conceivable detail
15 affecting the settlement. Plaintiffs and their counsel believe that the settlement reached is in the best
16 interests of all Class Members, who will be given the opportunity during a claims process to file claims,
17 opt out if they choose, or comment/object to the settlement.

18 8. The settlement is the product of serious, informed, non-collusive, arms-length
19 negotiations in which all parties were represented by counsel experienced in complex employment law
20 cases who approved and recommended the settlement agreement. The settlement is reasonable, and falls
21 within the range of proper approval by the Court; it also advances the interests of the class by ensuring
22 re-payment of monies allegedly owed. The settlement further enforces public policies underlying the
23 wage-and-hour laws at issue. Therefore, it achieves the objectives set forth by the Named Plaintiffs and
24 their counsel.

25 9. Significant in evaluating the proposed settlement are the risks at trial for the parties, and
26 the uncertainties and costs of continuing the litigation including possible appeals. There are hotly
27 contested defenses put forth by Defendant, which although Plaintiffs believe should not prevail, could

1 nonetheless prevail at trial or on appeal. The parties appreciate that, in addition to the risks of continuing
2 through further proceedings, such proceeding itself would be potentially complicated and expensive.
3 Under these circumstances, it was reasonable for the parties to elect to settle the differences between
4 them, with sufficient safeguards to assure payment of the settlement, before trial, and before the parties
5 continued with the uncertainties of trial and potential appeals.

6 10. *Berger & Williams, LLP* was retained to prosecute the Hudson Case on a contingency
7 basis. *Berger & Williams, LLP* also agreed to advance costs to its clients, to pursue the case. From
8 early in 2023 to the present, *Berger & Williams, LLP*, a four-attorney firm, expended substantial hours
9 and costs litigating this case, including, but not limited to the following tasks: researching and
10 investigating the Defendant and the Plaintiffs' claims; meeting with clients; preparing the PAGA Notice
11 Letter; preparing the Complaint; requesting and obtaining records from Defendants; preparing for and
12 attending in-person settlement meeting with defense counsel; attending mediation; and making court
13 appearances. I also helped to negotiate with other Plaintiff Firms involved in this matter to allow
14 *Mooradian Law, APC* and *Berger & Williams, LLP* to be the only attorneys at mediation, or the
15 mediation would have become unmanageable.

16 11. It is *Berger & Williams, LLP's* practice to maintain contemporaneous time recording
17 putting forth the amount of time spent (at a minimum charge of one-tenth of an hour) on each task and
18 each case, and with explanatory statements regarding the actual task involved. *Berger & Williams, LLP's*
19 usual practice is to record only those hours that we would customarily bill to a commercial client paying
20 on an hourly basis. As of January 6, 2025, attorneys at *Berger & Williams, LLP* have spent over 125
21 hours on this case. *Berger & Williams, LLP* has advanced \$528.39 in costs to prosecute this action. This
22 is exclusive of future work to be done in this case.

23 12. When the class action contingency agreement was signed, my hourly rate was \$450 per
24 hour. My current hourly rate is \$645.00 per hour for wage-and-hour class actions. I have personal
25 knowledge of the hourly rates charged by other attorneys with comparable experience to mine. Based
26 on that information, \$450.00 per hour, and even \$645 per hour, is far below market fees for San Diego
27

1 attorneys with comparable expertise, experience, and qualifications, and substantially below the rates
2 for Class Action attorneys.

3 13. Under the terms of the retainer agreement in the Hudson Case and the Joint Prosecution
4 Agreement signed by counsel of each of the consolidated cases, *Berger & Williams, LLP* is entitled to a
5 contingency fee recovery, as well as repayment for costs advanced. The attorneys' fees requested to be
6 paid to *Berger & Williams, LLP* under the terms of the settlement are thus fair, reasonable, and consistent
7 with well-recognized class action principles and the common fund doctrine, as well as under California
8 fee-shifting and contingency fee retainer jurisprudence. I also believe that the attorneys' fees requested
9 are also fair, reasonable and consistent with class action settlement principles, since this litigation was
10 undertaken on a contingency basis and has caused a drain on our firm's financial resources.

11 14. The various law firms have agreed to split attorneys' fees awarded by the Court as
12 reflected in the agreement attached as **Exhibit A**.

13 15. As part of the settlement, the Parties have selected California Rural Legal Assistance
14 ("CRLA") to be the *cy pres* beneficiary. I have no financial or other interest in the CRLA, and, to my
15 knowledge, no one employed by *Berger & Williams, LLP* has any interest in the CRLA. I also have no
16 financial or other interest in the class action administrator chosen to administer the settlement, Phoenix
17 Administrators, Inc. ("Phoenix"), and, to my knowledge, no one employed by *Berger & Williams, LLP*
18 has any interest in Phoenix.

19 16. I am familiar with the obligations and burdens of representing a class. I believe this
20 settlement is in the best interests of the class, and is the very best result that can be achieved in this
21 litigation. I believe the law firm of *Berger & Williams, LLP* is competent and capable of continuing to
22 represent the Class, along with co-counsel of the consolidated cases, and assist with administering the
23 settlement.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct, and that this Declaration was executed on January 9, 2025, in San Diego, California.

3
4 By: 
5 Harvey C. Berger
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Exhibit A

JOINT PROSECUTION AGREEMENT

This Joint Prosecution Agreement (“Agreement” or “JPA”) is effective beginning March 5, 2024, (the “Effective Date”) between and among the following parties: Mooradian Law, APC (“ML”), Berger & Williams, LLP/The Law Offices of Samuel Dagan (“BWSD”), Wilshire Law Firm (“WLF”), and Lavi & Ebrahimi, LLP (“LE”). ML, BWSD, WLF, and LE shall be collectively referred to as “the Attorneys.”

WHEREAS, on October 6, 2022, Plaintiff Armando Muniz, by and through his attorneys, ML, filed a putative class action, which is currently pending in the Los Angeles County Superior Court, entitled *Muniz v. Lot LLC, dba Lot Management*, Case No. 22STCV32901, and to which a representative PAGA claim was added (“the *Muniz Action*”);

WHEREAS, on January 23, 2023, Plaintiff Michael Hudson and Plaintiff Harry Robert Chilton, by and through their attorneys, BWSD, filed a representative PAGA action, which is currently pending in the San Diego County Superior Court, entitled *Hudson, et al. v. Lot LLC*, Case No. 37-2023-00002931-CU-OE-CTL (“the *Hudson Action*”);

WHEREAS, on June 1, 2023, Plaintiff Michael Anthony Fitch, by and through his attorneys, LE, filed a putative class action, which is currently pending in the San Diego County Superior Court, entitled *Fitch v. Lot Management, et al.*, Case No. 37-2023-00023001-CU-OE-CTL; and on August 14, 2023, Plaintiff Fitch filed a representative PAGA action, which is currently pending in the San Diego County Superior Court, Case No. 37-2023-00034751-CU-OE-CTL (“the *Fitch Actions*”);

WHEREAS, on June 30, 2023, Plaintiff Cesar Eduardo Licea Castro, by and through his attorneys, WLF, filed a putative class action, which is currently pending in the San Diego County Superior Court, entitled *Castro v. Red Cow, Inc., dba Lot Management*, Case No. 37-2023-00027908-CU-OE-CTL; and on July 21, 2023, Plaintiff Castro filed a representative PAGA action, which is currently pending in the San Diego County Superior Court, Case No. 37-2023-00030891-CU-OE-CTL (“the *Castro Actions*”); and

WHEREAS, the parties in the *Muniz Action*, the *Hudson Action*, the *Fitch Actions*, and the *Castro Actions* (“Plaintiffs” and “Actions”), along with the Attorneys, believe it is in the parties’ and the Attorneys’ best interest to work together for the common good of the class members and aggrieved employees including seeking collective resolution of the Actions.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The Plaintiffs, along with the Attorneys, agree to jointly pursue the claims asserted in the Actions, and that ML, BWSD, LE, and WLF will serve as co-counsel in the above-described litigations.
2. The Plaintiffs shall consent to this JPA, reflecting the agreement reached in this Agreement.



3. The Plaintiffs and the Attorneys will coordinate their activities in connection with this JPA, and they will keep each other informed of all material developments, and ML and BWSD will take responsibility for oversight and the conduct of day-to-day activities in this litigation.

4. The Parties and the Attorneys will cooperate and use their best efforts to recover reasonable costs and fees in the event of the successful prosecution and/or settlement of the underlying actions or any portion thereof. If necessary, at that time and in that event, each of the Parties and the Attorneys shall submit to the Court their costs and a summary of their time sheets quantifying and describing the general nature of all common benefit work performed by the respective law firms on behalf of the Plaintiffs in such action and/or on behalf of the putative class and/or aggrieved employees. If a Court requires it, each of the Parties' counsel shall submit to the Court their time sheets quantifying and describing the worked performed. The Attorneys shall each maintain a complete and accurate contemporaneous record of time devoted to the investigation and prosecution of the Actions, recorded with the time expended, for each attorney and other timekeeper and each specific activity.

Regardless of the number of the hours worked by each firm, and in recognition of the litigation efforts conducted and to be conducted on behalf of Plaintiffs and the class, it is agreed that the Parties shall share in any recovery as follows, subject to approval by the Court:

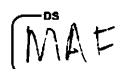
- a. ML is entitled to 50% from the total attorneys' fees awarded in the Actions.
- b. BWSD is entitled to 25% from the total attorneys' fees awarded in the Actions.
- c. LE is entitled to 12.5% from the total attorneys' fees awarded in the Actions.
- d. WLF is entitled to 12.5% from the total attorneys' fees awarded in the Actions.

5. This division of fees will not increase the fees paid by the Plaintiffs or the class.

6. The foregoing sharing agreement shall survive the dismissal, voluntary or otherwise, of the Actions, or any of them. In the event that either ML, BWSD, LE, WLF or any named plaintiff is terminated or disqualified from any Action or any causes of action for any reason, such termination or disqualification shall not defeat that counsel's entitlement to their share of any fees, as set forth above, that it would be entitled to under this Agreement.

7. ML and BWSD, as lead counsel, will lead prosecution of the Actions with the cooperation of co-counsel, LE and WLF, which will include ML and BWSD taking any and all action necessary to effectuate and seek class certification and/or court approval of any class and/or representative action settlement. Through class certification and/or the settlement approval process, ML and BWSD will seek the appointment of all named Plaintiffs as class representatives.

8. The parties will cooperate and coordinate in any settlement negotiations with Defendant and will keep each other informed of all material developments regarding such



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negotiations. All Parties understand that, in their respective actions, they have a fiduciary duty to putative class members and cannot place their own individual interests before those of the putative class members. ML and BWSD will attend mediations and will keep LE and WLF abreast of the progress.

9. Each party will bear its own internal costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, internal copies etc., but may apply to the Court for reimbursement of such expenses where appropriate.

10. As used in this agreement, "costs" shall mean expenditures recoverable as costs of litigation and settlement under applicable law. In the event that such costs are not awarded by the court, the full amount of such costs shall be reimbursed to each law firm who paid them from the award of attorneys' fees before the division of attorneys' fees pursuant to this agreement. The application for costs filed with the court shall be limited to expenditures made by the Attorneys for costs, as that term is defined. If a separate award is made for costs, the Attorneys shall be entitled to the costs that each firm incurred, as awarded by the court. Attorneys shall not be reimbursed for costs that the court does not allow in its award of costs. Attorneys shall be responsible for the timely preparation of a declaration in support of any costs for which they seek reimbursement. If, for any reason other than the failure of either ML, BWSD, LE, or WLF to timely prepare a declaration in support of the application for costs, the costs awarded are not sufficient to fully reimburse either ML, BWSD, LE, or WLF for the costs incurred, the award of costs shall be distributed among ML, BWSD, LE, or WLF on a pro-rata basis. If either ML, BWSD, LE, or WLF fail to timely prepare declarations in support of the costs that it incurred, then the costs awarded shall first be used to reimburse in full the costs incurred by the law firms who timely prepared declarations.

11. Any disputes under this Agreement shall be submitted to Los Angeles County Superior Court and will be governed by the laws of State of California.

12. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect.

13. This Agreement is the entire agreement between the parties, and it supersedes any previous negotiations, agreements and understandings concerning the subject matters of this Agreement. This Agreement is intended to be and is final and binding. No modifications of this Agreement can be made except in writing signed by each of the Parties.

The undersigned have authorized and caused this Agreement to be executed:

DATED: 3/5/2024, 2024

MOORADIAN LAW, APC

DocuSigned by:

Zorik Mooradian

ZORIK MOORADIAN,
HAIK HACOPIAN,
Attorneys for Plaintiff ARMANDO MUNIZ

negotiations. All Parties understand that, in their respective actions, they have a fiduciary duty to putative class members and cannot place their own individual interests before those of the putative class members. ML and BWSD will attend mediations and will keep LE and WLF abreast of the progress.

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DATED: _____, 2024

MOORADIAN LAW, APC

ZORIK MOORADIAN,
HAIK HACOPIAN,
Attorneys for Plaintiff ARMANDO MUNIZ

^{DS}
MAE

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DATED: MARCH 6, 2024

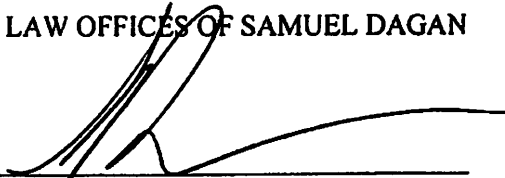
BERGER & WILLIAMS, LLP



HARVEY C. BERGER,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: March 7, 2024

THE LAW OFFICES OF SAMUEL DAGAN



SAMUEL DAGAN,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: _____, 2024

LAVI & EBRAHIMIAN, LLP

JOSEPH LAVI,
N. NICK EBRAHIMIAN,
VINCENT C. GRANBERRY,
ALAN A. WILCOX,
MELANIE S. RODRIGUEZ,
Attorneys for Plaintiff MICHAEL ANTHONY
FITCH

DATED: _____, 2024

WILSHIRE LAW FIRM

JOHN G. YSLAS,
JEFFREY C. BILS,
ARAM BOYADJIAN,
ANDREW SANDOVAL,
Attorneys for Plaintiff CESAR EDUARDO LICEA
CASTRO

DATED: _____, 2024

BERGER & WILLIAMS, LLP

HARVEY C. BERGER,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: _____, 2024

THE LAW OFFICES OF SAMUEL DAGAN

SAMUEL DAGAN,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: March 4, 2024

LAVI & EBRAHIMIAN, LLP



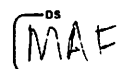
JOSEPH LAVI,
N. NICK EBRAHIMIAN,
VINCENT C. GRANBERRY,
ALAN A. WILCOX,
MELANIE S. RODRIGUEZ,
Attorneys for Plaintiff MICHAEL ANTHONY
FITCH

DATED: March 5, 2024

WILSHIRE LAW FIRM



JOHN G. YSLAS,
JEFFREY C. BILS,
ARAM BOYADJIAN,
ANDREW SANDOVAL,
Attorneys for Plaintiff CESAR EDUARDO LICEA
CASTRO



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**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Armando Muniz, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 3/5/2024, 2024

DocuSigned by:
Armando Muniz
00000400-0000-0000-0000-000000000000
Plaintiff ARMANDO MUNIZ

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Michael Hudson, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
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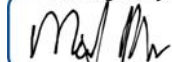
3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 1/8/2025, 2024

DocuSigned by:



Plaintiff MICHAEL HUDSON

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Harry Robert Chilton, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

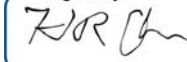
3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 1/8/2025, 2024

Signed by:



1421485465864F0...

Plaintiff HARRY ROBERT CHILTON

CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1

I, Michael Anthony Fitch, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

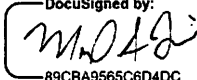
Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

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3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DocuSigned by:

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DATED: March 4.00, 2024

Plaintiff MICHAEL ANTHONY FITCH

^{DS}
MAF

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Cesar Eduardo Licea Castro, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 3/5/2024, 2024

DocuSigned by:

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Plaintiff CESAR EDUARDO LICEA CASTRO

Declaration of SAMUEL DAGAN

1 I, SAMUEL DAGAN, declare:

2 1. I am an attorney at law licensed to practice before all courts in the State of
3 California. I am the principal attorney at The Law Offices of Samuel Dagan, and I and my co-
4 counsel Harvey Berger of Berger & Williams, LLP are attorneys of record in the action *Hudson v.*
5 *Lot LLC*, Case No. 37-2023-00002931-CU-OE-CTL ("Hudson Case"), which is consolidated with
6 the above-captioned case. I declare that the matters stated are within my personal knowledge, and
7 that I could and would competently testify to these facts if called upon to do so in Court.

8 2. Since my admission to the California Bar in 1998, I represented the State of
9 California as a Special Insurance Fraud and White Collar Criminal prosecutor. After retiring from
10 my career as a prosecutor, I subsequently represented numerous parties in civil actions of various
11 types and degrees of complexity. I have also contributed my opinions to the California State
12 Legislature which have been adopted and written into the law. Specifically, I provided input to
13 the creation of SB 899 (Introduced by California State Senator Charles S. Poochigian) related to
14 Medical Provider Networks. My concept of Medical Provider Networks was adopted and became
15 law as codified under the California Labor Code resulting in the most sweeping changes in the
16 history of California workers compensation law. I am an active trial attorney, and I have tried
17 dozens of criminal and civil cases between 1998 and present. Since 1998, I have gained extensive
18 experience in wage-and-hour law, and after the Private Attorneys General Act was passed, in
19 PAGA cases.

20 3. Since entering private practice in 2001, I have represented plaintiffs and defendants
21 in scores of cases involving workers compensation cases and employment law involving wage and
22 hour issues. Notably, I represented Sara Montague in *Sara Montague v. AMN Healthcare, Inc.*
23 223 Cal.App4th 1515, 168 cal.rptr.3d 123. This case forged the law in California on the extent of
24 vicarious liability by employer staffing agencies for the acts of the agency employees.

25 4. I have given seminars on the conflicts of law in cases involving employment
26 issues, third party liability, and workers compensation liability.
27

1 5. My colleagues often seek my advice on unique legal issues that arise when employment
2 law and workers compensation law intersect.

3 6. On April 3, 2024, I (along with co-counsel) and Haik Hacopian of Mooradian Law, APC
4 attended mediation with Lou Marlin during which a global settlement was reached with respect to Mr.
5 Hudson's and Mr. Chilton's Private Attorneys General Act ("PAGA") lawsuit and the overlapping
6 PAGA and Class Action cases which have been consolidated.

7 7. The facts and potential damages underlying this case have been investigated by each
8 Plaintiffs' Counsel, and demonstrate that the settlement is appropriate. Settlement has been reached at
9 an early stage, before the parties continue with the uncertainties of the certification process, trial, and
10 potential appeals. The Settlement Agreement anticipates and accounts for every conceivable detail
11 affecting the settlement. Plaintiffs and their counsel believe that the settlement reached is in the best
12 interests of all Class Members, who will be given the opportunity during a claims process to file claims,
13 opt out if they choose, or comment/object to the settlement.

14 8. The settlement is the product of serious, informed, non-collusive, arms-length
15 negotiations in which all parties were represented by counsel experienced in complex employment law
16 cases who approved and recommended the settlement agreement. The settlement is reasonable, and falls
17 within the range of proper approval by the Court; it also advances the interests of the class by ensuring
18 re-payment of monies allegedly owed. The settlement further enforces public policies underlying the
19 wage-and-hour laws at issue. Therefore, it achieves the objectives set forth by the Named Plaintiffs and
20 their counsel.

21 9. Significant in evaluating the proposed settlement are the risks at trial for the parties, and
22 the uncertainties and costs of continuing the litigation including possible appeals. There are hotly
23 contested defenses put forth by Defendant, which although Plaintiffs believe should not prevail, could
24 nonetheless prevail at trial or on appeal. The parties appreciate that, in addition to the risks of continuing
25 through further proceedings, such proceeding itself would be potentially complicated and expensive.
26 Under these circumstances, it was reasonable for the parties to elect to settle the differences between
27

1 them, with sufficient safeguards to assure payment of the settlement, before trial, and before the parties
2 continued with the uncertainties of trial and potential appeals.

3 10. The Law Offices of Samuel Dagan was retained to prosecute the Hudson Case on a
4 contingency basis. The Law Offices of Samuel Dagan also agreed to advance costs to its clients, to
5 pursue the case. From early in 2023 to the present, The Law Offices of Samuel Dagan, a two-attorney
6 firm, expended substantial hours and costs litigating this case, including, but not limited to the following
7 tasks:, researching and investigating the Defendant and the Plaintiffs' claims; meeting with clients;
8 preparing the PAGA Notice Letter; preparing the Complaint; requesting and obtaining records from
9 Defendants; preparing for and attending in-person settlement meeting with defense counsel; attending
10 mediation; and making court appearances. I also helped to negotiate with other Plaintiff Firms involved
11 in this matter to allow *Mooradian Law*, myself with co-counsel to be the only attorneys at mediation, or
12 the mediation would have become unmanageable.

13 11. It is The Law Offices of Samuel Dagan's practice to maintain time recording putting
14 forth the amount of time spent (at a minimum charge of one-tenth of an hour) on each task and each
15 case, and with explanatory statements regarding the actual task involved. As of January 6, 2025,
16 attorneys at The Law Offices of Samuel Dagan have spent over 125 hours on this case. The Law Offices
17 of Samuel Dagan has advanced \$1,752.26 in costs to prosecute this action. This is exclusive of future
18 work to be done in this case.

19 12. When the class action contingency agreement was signed, my hourly rate was \$450 per
20 hour. My current hourly rate is \$450.00 per hour for wage-and-hour class actions. I have personal
21 knowledge of the hourly rates charged by other attorneys with comparable experience to mine. Based
22 on that information, \$450.00 per hour is far below market fees for San Diego attorneys with comparable
23 expertise, experience, and qualifications, and substantially below the rates for Class Action attorneys.

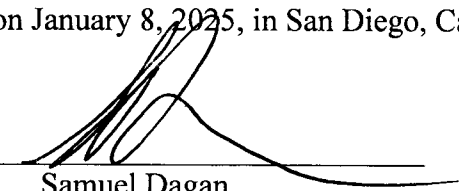
24 13. Under the terms of the retainer agreement in the Hudson Case and the Joint Prosecution
25 Agreement signed by counsel of each of the consolidated cases, The Law Offices of Samuel Dagan is
26 entitled to a contingency fee recovery, as well as repayment for costs advanced. The attorneys' fees
27 requested to be paid to The Law Offices of Samuel Dagan, under the terms of the settlement, are thus

1 fair, reasonable, and consistent with well-recognized class action principles and the common fund
2 doctrine, as well as under California fee-shifting and contingency fee retainer jurisprudence. I also
3 believe that the attorneys' fees requested are also fair, reasonable and consistent with class action
4 settlement principles, since this litigation was undertaken on a contingency basis and has caused a drain
5 on our firm's financial resources.

6 14. The various law firms have agreed to split attorneys' fees awarded by the Court as
7 reflected in the agreement attached as **Exhibit A**.

8 15. I am familiar with the obligations and burdens of representing a class. I believe this
9 settlement is in the best interests of the class, and is the very best result that can be achieved in this
10 litigation. I believe the law firm of The Law Offices of Samuel Dagan is competent and capable of
11 continuing to represent the Class, along with co-counsel of the consolidated cases, and assist with
12 administering the settlement.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct, and that this Declaration was executed on January 8, 2025, in San Diego, California.

15
16 By: 

17 Samuel Dagan
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26
27

Exhibit A

JOINT PROSECUTION AGREEMENT

This Joint Prosecution Agreement (“Agreement” or “JPA”) is effective beginning March 5, 2024, (the “Effective Date”) between and among the following parties: Mooradian Law, APC (“ML”), Berger & Williams, LLP/The Law Offices of Samuel Dagan (“BWSD”), Wilshire Law Firm (“WLF”), and Lavi & Ebrahimi, LLP (“LE”). ML, BWSD, WLF, and LE shall be collectively referred to as “the Attorneys.”

WHEREAS, on October 6, 2022, Plaintiff Armando Muniz, by and through his attorneys, ML, filed a putative class action, which is currently pending in the Los Angeles County Superior Court, entitled *Muniz v. Lot LLC, dba Lot Management*, Case No. 22STCV32901, and to which a representative PAGA claim was added (“the *Muniz Action*”);

WHEREAS, on January 23, 2023, Plaintiff Michael Hudson and Plaintiff Harry Robert Chilton, by and through their attorneys, BWSD, filed a representative PAGA action, which is currently pending in the San Diego County Superior Court, entitled *Hudson, et al. v. Lot LLC*, Case No. 37-2023-00002931-CU-OE-CTL (“the *Hudson Action*”);

WHEREAS, on June 1, 2023, Plaintiff Michael Anthony Fitch, by and through his attorneys, LE, filed a putative class action, which is currently pending in the San Diego County Superior Court, entitled *Fitch v. Lot Management, et al.*, Case No. 37-2023-00023001-CU-OE-CTL; and on August 14, 2023, Plaintiff Fitch filed a representative PAGA action, which is currently pending in the San Diego County Superior Court, Case No. 37-2023-00034751-CU-OE-CTL (“the *Fitch Actions*”);

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WHEREAS, the parties in the *Muniz Action*, the *Hudson Action*, the *Fitch Actions*, and the *Castro Actions* (“Plaintiffs” and “Actions”), along with the Attorneys, believe it is in the parties’ and the Attorneys’ best interest to work together for the common good of the class members and aggrieved employees including seeking collective resolution of the Actions.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The Plaintiffs, along with the Attorneys, agree to jointly pursue the claims asserted in the Actions, and that ML, BWSD, LE, and WLF will serve as co-counsel in the above-described litigations.
2. The Plaintiffs shall consent to this JPA, reflecting the agreement reached in this Agreement.



3. The Plaintiffs and the Attorneys will coordinate their activities in connection with this JPA, and they will keep each other informed of all material developments, and ML and BWSD will take responsibility for oversight and the conduct of day-to-day activities in this litigation.

4. The Parties and the Attorneys will cooperate and use their best efforts to recover reasonable costs and fees in the event of the successful prosecution and/or settlement of the underlying actions or any portion thereof. If necessary, at that time and in that event, each of the Parties and the Attorneys shall submit to the Court their costs and a summary of their time sheets quantifying and describing the general nature of all common benefit work performed by the respective law firms on behalf of the Plaintiffs in such action and/or on behalf of the putative class and/or aggrieved employees. If a Court requires it, each of the Parties' counsel shall submit to the Court their time sheets quantifying and describing the worked performed. The Attorneys shall each maintain a complete and accurate contemporaneous record of time devoted to the investigation and prosecution of the Actions, recorded with the time expended, for each attorney and other timekeeper and each specific activity.

Regardless of the number of the hours worked by each firm, and in recognition of the litigation efforts conducted and to be conducted on behalf of Plaintiffs and the class, it is agreed that the Parties shall share in any recovery as follows, subject to approval by the Court:

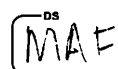
- a. ML is entitled to 50% from the total attorneys' fees awarded in the Actions.
- b. BWSD is entitled to 25% from the total attorneys' fees awarded in the Actions.
- c. LE is entitled to 12.5% from the total attorneys' fees awarded in the Actions.
- d. WLF is entitled to 12.5% from the total attorneys' fees awarded in the Actions.

5. This division of fees will not increase the fees paid by the Plaintiffs or the class.

6. The foregoing sharing agreement shall survive the dismissal, voluntary or otherwise, of the Actions, or any of them. In the event that either ML, BWSD, LE, WLF or any named plaintiff is terminated or disqualified from any Action or any causes of action for any reason, such termination or disqualification shall not defeat that counsel's entitlement to their share of any fees, as set forth above, that it would be entitled to under this Agreement.

7. ML and BWSD, as lead counsel, will lead prosecution of the Actions with the cooperation of co-counsel, LE and WLF, which will include ML and BWSD taking any and all action necessary to effectuate and seek class certification and/or court approval of any class and/or representative action settlement. Through class certification and/or the settlement approval process, ML and BWSD will seek the appointment of all named Plaintiffs as class representatives.

8. The parties will cooperate and coordinate in any settlement negotiations with Defendant and will keep each other informed of all material developments regarding such



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negotiations. All Parties understand that, in their respective actions, they have a fiduciary duty to putative class members and cannot place their own individual interests before those of the putative class members. ML and BWSD will attend mediations and will keep LE and WLF abreast of the progress.

9. Each party will bear its own internal costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, internal copies etc., but may apply to the Court for reimbursement of such expenses where appropriate.

10. As used in this agreement, "costs" shall mean expenditures recoverable as costs of litigation and settlement under applicable law. In the event that such costs are not awarded by the court, the full amount of such costs shall be reimbursed to each law firm who paid them from the award of attorneys' fees before the division of attorneys' fees pursuant to this agreement. The application for costs filed with the court shall be limited to expenditures made by the Attorneys for costs, as that term is defined. If a separate award is made for costs, the Attorneys shall be entitled to the costs that each firm incurred, as awarded by the court. Attorneys shall not be reimbursed for costs that the court does not allow in its award of costs. Attorneys shall be responsible for the timely preparation of a declaration in support of any costs for which they seek reimbursement. If, for any reason other than the failure of either ML, BWSD, LE, or WLF to timely prepare a declaration in support of the application for costs, the costs awarded are not sufficient to fully reimburse either ML, BWSD, LE, or WLF for the costs incurred, the award of costs shall be distributed among ML, BWSD, LE, or WLF on a pro-rata basis. If either ML, BWSD, LE, or WLF fail to timely prepare declarations in support of the costs that it incurred, then the costs awarded shall first be used to reimburse in full the costs incurred by the law firms who timely prepared declarations.

11. Any disputes under this Agreement shall be submitted to Los Angeles County Superior Court and will be governed by the laws of State of California.

12. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect.

13. This Agreement is the entire agreement between the parties, and it supersedes any previous negotiations, agreements and understandings concerning the subject matters of this Agreement. This Agreement is intended to be and is final and binding. No modifications of this Agreement can be made except in writing signed by each of the Parties.

The undersigned have authorized and caused this Agreement to be executed:

DATED: 3/5/2024, 2024

MOORADIAN LAW, APC

DocuSigned by:

Zorik Mooradian

ZORIK MOORADIAN,
HAIK HACOPIAN,
Attorneys for Plaintiff ARMANDO MUNIZ

negotiations. All Parties understand that, in their respective actions, they have a fiduciary duty to putative class members and cannot place their own individual interests before those of the putative class members. ML and BWSD will attend mediations and will keep LE and WLF abreast of the progress.

9. Each party will bear its own internal costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, internal copies etc., but may apply to the Court for reimbursement of such expenses where appropriate.

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The undersigned have authorized and caused this Agreement to be executed:

DATED: _____, 2024

MOORADIAN LAW, APC

ZORIK MOORADIAN,
HAIK HACOPIAN,
Attorneys for Plaintiff ARMANDO MUNIZ

^{DS}
MAE

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DATED: MARCH 6, 2024

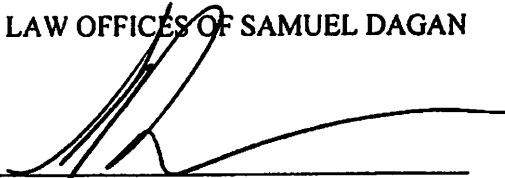
BERGER & WILLIAMS, LLP



HARVEY C. BERGER,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: March 7, 2024

THE LAW OFFICES OF SAMUEL DAGAN



SAMUEL DAGAN,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: _____, 2024

LAVI & EBRAHIMIAN, LLP

JOSEPH LAVI,
N. NICK EBRAHIMIAN,
VINCENT C. GRANBERRY,
ALAN A. WILCOX,
MELANIE S. RODRIGUEZ,
Attorneys for Plaintiff MICHAEL ANTHONY
FITCH

DATED: _____, 2024

WILSHIRE LAW FIRM

JOHN G. YSLAS,
JEFFREY C. BILS,
ARAM BOYADJIAN,
ANDREW SANDOVAL,
Attorneys for Plaintiff CESAR EDUARDO LICEA
CASTRO

DATED: _____, 2024

BERGER & WILLIAMS, LLP

HARVEY C. BERGER,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: _____, 2024

THE LAW OFFICES OF SAMUEL DAGAN

SAMUEL DAGAN,
Attorneys for Plaintiffs MICHAEL HUDSON and
HARRY ROBERT CHILTON

DATED: March 4, 2024

LAVI & EBRAHIMIAN, LLP



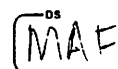
JOSEPH LAVI,
N. NICK EBRAHIMIAN,
VINCENT C. GRANBERRY,
ALAN A. WILCOX,
MELANIE S. RODRIGUEZ,
Attorneys for Plaintiff MICHAEL ANTHONY
FITCH

DATED: March 5, 2024

WILSHIRE LAW FIRM



JOHN G. YSLAS,
JEFFREY C. BILS,
ARAM BOYADJIAN,
ANDREW SANDOVAL,
Attorneys for Plaintiff CESAR EDUARDO LICEA
CASTRO



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**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Armando Muniz, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 3/5/2024, 2024

DocuSigned by:
Armando Muniz
00000400-0000-0000-0000-000000000000
Plaintiff ARMANDO MUNIZ

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Michael Hudson, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

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Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

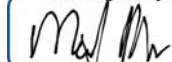
3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 1/8/2025, 2024

DocuSigned by:



Plaintiff MICHAEL HUDSON

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Harry Robert Chilton, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

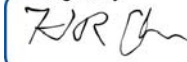
3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 1/8/2025, 2024

Signed by:



1421485465864F0...

Plaintiff HARRY ROBERT CHILTON

CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1

I, Michael Anthony Fitch, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

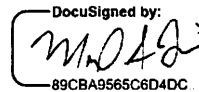
Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DocuSigned by:

89CBA9565C6D4DC

DATED: March 4.00, 2024

Plaintiff MICHAEL ANTHONY FITCH

^{DS}
MAF

**CLIENT CONSENT PURSUANT TO
CALIFORNIA RULES OF PROFESSIONAL CONDUCT 1.5.1**

I, Cesar Eduardo Licea Castro, state as follows:

1. I have been advised in writing that my attorney has entered into a proposed "Joint Prosecution and Attorney Fee Split Agreement" ("Agreement") with the below-listed counsel. I understand that the attorneys representing the current and former employees of LOT MANAGEMENT and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

Law Firm	Percentage of Fee Award
Mooradian Law, APC	50%
Berger & Williams, LLC The Law Offices of Samuel Dagan	25%
Lavi & Ebrahimian, LLP	12.5%
Wilshire Law Firm	12.5%

2. I acknowledge that I have been provided with a copy of the Agreement.

3. I have further been advised in writing and understand that the total attorney's fees charged will not be increased solely by reason of the division of fees.

4. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division.

I consent to the proposed fee division.

DATED: 3/5/2024, 2024

DocuSigned by:



Plaintiff CESAR EDUARDO LICEA CASTRO

Declaration of JAMES CLARK

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1. I am admitted, in good standing, to practice as an attorney in the State of California. I am an associate at Lavi & Ebrahimian, LLP, counsel of record for Plaintiff Michael Anthony Fitch, (“Plaintiff Fitch”) in a case titled *Michael Anthony Fitch v. Lot Management, et al.*, San Diego Superior Court, Case No. 37-2023-00023001-CU-OE-CTL. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. On June 1, 2023, Plaintiff Fitch filed a putative wage-and-hour class action complaint in San Diego Superior Court against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 1194 and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 510); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to indemnify employees for employment-related losses/expenditures (Labor Code §§ 2802); (5) failure to provide accurate itemized wage statements (Labor Code § 226); (6) failure to pay final wages at termination (Labor Code §§ 201-203); and (7) unfair business practices (Business and Professions Code § 17200 *et seq.*).

4. After initiating Plaintiff Fitch's cases, I learned of several other wage and hour class and PAGA actions pending against Defendant, including *Armando Muniz v. Lot LLC*, Los Angeles Superior Court, Case No. 22STCV32901; *Michael Hudson, et al. v. Lot LLC*, San Diego Superior Court Case No. 37-2023-00002931-CU-OR-CTL; *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00027908-CU-OE-CTL; and *Cesar*

1 *Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court Case No. 37-2023-00027908-
2 CU-OE-CTL (the “Lawsuits”).

3 5. On April 3, 2024, the Parties for the Lawsuits participated in a mediation with Lou
4 Marlin. The negotiations were adversarial, conducted at arm’s length, and tempered by efforts of
5 both sides to serve the interests of their clients. The mediator made a proposal, which was accepted
6 by the parties.

7 6. Prior to attending mediation, my team and I thoroughly investigated the claims,
8 applicable law, and potential defenses. We assessed the value to the class claims using the
9 documents and data Defendant produced in informal discovery, including class data providing the
10 number of Class Members, the number of workweeks in the Class Period, and the number of pay
11 periods in the PAGA Period, personnel files for the plaintiffs, employment handbook and policies,
12 job descriptions, and a random sampling of time and payroll records. An expert was utilized to
13 quantify the potential exposure using the time and payroll records, and then assessed the risks
14 associated with each claim meriting reductions in the likely success at class certification and likely
15 recovery at trial.

16 7. Based on our independent investigation and evaluation, I am of the opinion that the
17 Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class
18 Members in light of all known facts and circumstances, including the risks of significant delay,
19 defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential
20 appellate issues.

21 8. As part of the settlement, the Parties have selected California Rural Legal
22 Assistance (“CRLA”) to be the cy pres beneficiary. I have no financial or other interest in CRLA.
23 And, to my knowledge, no one at Lavi & Ebrahimian, LLP (meaning the law firm itself and anyone
24 employed at the law firm) has any interest, financial or otherwise, in the proposed *cy pre* recipient,
25 CRLA.

26 9. Likewise, I have no financial or other interest in the class action administrator
27 chosen to administer the settlement, Phoenix Administrators, Inc., and, to my knowledge, no one
28 at Lavi & Ebrahimian, LLP (meaning the law firm itself and anyone employed at the law firm) has

1 any interest, financial or otherwise, in the proposed third-party administrator, Phoenix Settlement
2 Administrators, Inc.

3 MY EXPERIENCE AND QUALIFICATIONS

4 10. The attorneys at our office are experienced and qualified to evaluate the class claims
5 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
6 defenses. I graduated from Southwestern Law School in 2022 and have been practicing law since
7 that time. The partner of the firm who was lead counsel for our firm on this matter, Mr. Joseph
8 Lavi, has been practicing law for nearly 20 years. Mr. Lavi, and other members of my firm, have
9 almost exclusively practiced in the area of labor and employment law. Mr. Lavi has handled
10 numerous cases in all aspects of employment and labor law, including state and federal class
11 actions, including wrongful termination, retaliation, and harassment actions. Mr. Lavi, Mr. Vincent
12 Granberry, and I have handled numerous wage and hour class actions and representative actions.
13 Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued
14 before various Court of Appeals, on employment issues such as validity of Arbitration Agreements,
15 Application of Res Judicata in class action cases as well as other employment issues. Mr. Lavi has
16 also been a panelist and/or speaker for various Employment Law Continuing Legal Education
17 Panels on issues of employment law trials, how to proceed and conduct trials as well as proving
18 and winning punitive damages. Mr. Lavi has also been named a Southern California Super Lawyer
19 in the area of Plaintiff's employment litigation- class action from 2011-2025. Mr. Lavi has been
20 approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other
21 attorneys at Lavi & Ebrahimi who are available to assist us in this case if needed are fully capable
22 of adequately and fairly representing Plaintiffs and the proposed class in this matter. Lavi &
23 Ebrahimi, LLP, has been appointed Class Counsel in over fifty contested proceedings including
24 the following:

25 *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case
26 No. BC343535;

27 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
28 BC369846;

1 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
2 District of California, Case No. CV-07-3678-ABC;
3 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
4 Angeles Superior Court Case No. BC380996;
5 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles
6 Superior Court Case No. BC383266;
7 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
8 Court Case No. RG 0265835;
9 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
10 05CECG02189;
11 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
12 Central District of California, Case No. CV08-06691 SVW (PLA);
13 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
14 Case No. BC342588;
15 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
16 BC374816;
17 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
18 BC378990;
19 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
20 District of California, Case No. CV07-3237-DDP (PLAX);
21 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
22 BC410322;
23 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court
24 Case No. BC412315;
25 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case
26 No. BC397208;
27 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
28 BC399431;

1 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case
2 No. 37-2009-00103626-CU-OE-CTL;
3 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
4 BC451148;
5 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District
6 Court, Central District of California, Case No. CV 10-8916 DDP (CWx);
7 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
8 Superior Court Case No. BC432406;
9 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
10 District of California, Case No CV-10-02315-JEM;
11 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles
12 Superior Court Case No. BC462603;
13 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
14 Court Case No. BC452570;
15 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
16 00366952-CU-OE-VTA;
17 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court
18 Case No. BC421009;
19 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
20 1341987;
21 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
22 Case No. BC425708;
23 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court
24 Case No. BC436879;
25 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
26 RIC10020183;
27 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
28 BC411849;

1 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case
2 No. BC411134;
3 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
4 Court Case No. 30-2011-0044011-CU-OE-CXC;
5 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court,
6 Central District of California, Case No. CV 10-0415 ODW (FMOx)
7 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case
8 No. BC443792;
9 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
10 BC451489;
11 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
12 Case No. CV 10-0968-PSG-FMOX;
13 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court
14 Case No. BC425799;
15 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles
16 Superior Court Case No. BC446744;
17 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
18 BC456420;
19 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
20 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);
21
22 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
23 BC436793;
24 ll. *Santos v. Noble Management Group-California, LLC*, United States
25 District Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
26 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County
27 Superior Court Case No. 30-2011-00473505;
28 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court

Case No. BC436235;

oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;

pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

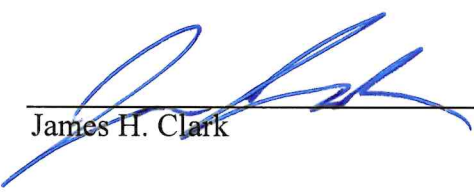
ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

a. vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

Executed on November 12, 2024, at Los Angeles, California.


James H. Clark

**Declaration of
JOHN G. YSLAS**

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Cesar Eduardo Licea Castro (“Plaintiff Castro”) in a case titled *Cesar Eduardo Licea Castro v. Lot LLC, et al.*, San Diego Superior Court, Case No. 37-2023-00027908-CU-OE-CTL. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. On June 30, 2023, Plaintiff Castro filed a putative wage-and-hour class action complaint in San Diego Superior Court against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7); (5) failure to pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) unfair business practices (Business and Professions Code § 17200 *et seq.*).

4. After initiating Plaintiff Castro's cases, I learned of several other wage and hour class and PAGA actions pending against Defendant, including *Armando Muniz v. Lot LLC*, Los Angeles Superior Court, Case No. 22STCV32901; *Michael Hudson, et al. v. Lot LLC*, San Diego Superior Court, Case No. 22STCV00090.

1 Superior Court Case No. 37-2023-00002931-CU-OR-CTL; *Michael A. Fitch v. Lot Management*
2 *et al.*, San Diego Superior Court Case No. 37-2023-00023001-CU-OE-CTL; and *Michael A. Fitch*
3 *v. Lot Management, et al.*, San Diego Superior Court Case No. 37-2023-00034751-CU-OE-CTL
4 “the “Lawsuits”).

5 5. On April 3, 2024, the parties for the Lawsuits participated in a mediation with Lou
6 Marlin. The negotiations were adversarial, conducted at arm’s length, and tempered by efforts of
7 both sides to serve the interests of their clients. The mediator made a proposal, which was accepted
8 by the parties.

9 6. Prior to attending mediation, my team and I thoroughly investigated the claims,
10 applicable law, and potential defenses. We assessed the value to the class claims using the
11 documents and data Defendant produced in informal discovery, including class data providing the
12 number of Class Members, the number of workweeks in the Class Period, and the number of pay
13 periods in the PAGA Period, personnel files for the plaintiffs, employment handbook and policies,
14 job descriptions, and a random sampling of time and payroll records. An expert was utilized to
15 quantify the potential exposure using the time and payroll records, and then assessed the risks
16 associated with each claim meriting reductions in the likely success at class certification and likely
17 recovery at trial.

18 7. Based on our independent investigation and evaluation, I am of the opinion that the
19 Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class
20 Members in light of all known facts and circumstances, including the risks of significant delay,
21 defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential
22 appellate issues.

23 8. I have been intimately involved in all aspects of handling this case including
24 preparing this case for mediation, evaluating potential exposure and merits (including strengths
25 and weaknesses of the case).

26 9. As part of the settlement, the Parties have selected California Rural Legal
27 Assistance (“CRLA”) to be the cy pres beneficiary. I have no financial or other interest in CRLA.
28 And, to my knowledge, no one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone

employed at the law firm) has any interest, financial or otherwise, in the proposed *cy pre* recipient, CRLA.

10. Likewise, I have no financial or other interest in the class action administrator chosen to administer the settlement, Phoenix Administrators, Inc. And, to my knowledge, no one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the proposed third-party administrator, Phoenix Settlement Administrators, Inc.

MY EXPERIENCE AND QUALIFICATIONS

11. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

12. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

13. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

14. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 23 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright

1 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
2 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
3 a major leading role in defending employers on numerous wage and hour class, collective and
4 representative actions.

5 15. In late June 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire
6 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
7 hour class and representative actions litigating such matters on behalf of plaintiff employees in
8 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
9 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
10 and representative actions. Just since starting to settle cases in late April 2023 I have already
11 successfully mediated matters in which I have been counsel or co-counsel resulting in over \$75
12 million in settlements which are in the process of being finalized, and with numerous upcoming
13 mediations scheduled. In those and numerous other matters, I have managed and assisted with the
14 litigation and settlement of many wage and hour PAGA and class actions. In those actions, I
15 performed similar tasks as those performed in the course of prosecuting this action.

16 16. I have received numerous awards for my legal work. For example, from 2015 to
17 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
18 have also served on numerous prominent boards and in other leadership positions, including
19 currently serving as Southern California Regional President for the Hispanic National Bar
20 Association and on the board of directors of the Mexican American Bar Foundation. I also
21 previously served on the 5-member Los Angeles Civil Service Commission, which generally
22 oversees the personnel decisions for the City of Los Angeles.

23 17. I have also published numerous blogs on labor and employment issues including on
24 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
25 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
26 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
27 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
28 presenter involving the “Employment Law Update” at a National Employment Law Council

1 conference.

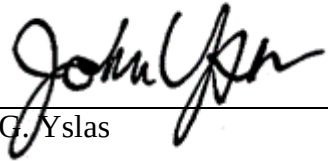
2 18. Diego Aviles is a seventh-year Senior Attorney at Wilshire Law Firm. He graduated
3 from the University of California, Irvine with a Bachelor of Arts in Political Science as well as a
4 Bachelor of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa
5 Clara University School of Law in 2015. During law school, he was President for the Santa Clara
6 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
7 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
8 in San Francisco, California, and also worked with the Workers Rights Clinic in San Jose,
9 California, among other employment law firms. He was admitted to practice law in the State of
10 California in 2017. Since graduating from law school, he has focused his legal work exclusively
11 on employment matters, including wage-and-hour class action and PAGA representative action
12 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
13 previously been appointed Class Counsel numerous times in California and most recently achieved
14 a published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*,
15 91 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of
16 the California Employment Lawyers Association (CELA) since at least 2019.

17 19. Harry Erganyan is a fourth-year Associate Attorney at Wilshire Law Firm, PLC. He
18 was admitted to practice law in the State of California in 2021. Harry graduated from Loyola
19 Marymount University, with a Bachelor of Arts in Political Science. He received his Juris Doctor
20 from Southwestern Law School. During law school, he externed for the Los Angeles City Attorney.
21 Since January 2021, his practice has mainly been focused on wage and hour class action litigation.

22 20. Mariam Nazaretyan is a fourth-year Associate Attorney at Wilshire Law firm, PLC.
23 She was admitted to practice law in the State of California in 2021. Mariam graduated from Loyola
24 Marymount University with a Bachelor of Arts in Political Science. She received her Juris Doctor
25 from Southwestern Law School. During law school, she was a student editor for the Journal of
26 International Media and Entertainment Law and secretary of the Student Bar Association. Since
27 graduating, her practice has been focused on international humanitarian law and employment law.
28

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct.

3 Executed on January 9, 2025, at Los Angeles, California.

4
5 
6 _____
7 John G. Yslas

**Declaration of
ARMANDO MUNIZ**

DECLARATION OF ARMANDO MUNIZ

I, Armando Muniz, hereby declare as follows:

1. I am one of the named Plaintiffs in the wage and hour class action lawsuit entitled *Armando Muniz, et al. v. Lot LLC, dba Lot Management, et al.* and bearing case number 22STCV32901 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Lot Management primarily at the “Cerritos Towne Center” in Cerritos as from around September 2019 until my separation around December 20, 2021. I worked as a non-exempt hourly maintenance employee.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt hourly employees of Lot Management in California. I understand that it is my job to support them and I accept that as a representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt hourly employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I’ve relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this matter since March of 2022. In the period I have been involved in this matter, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences

speaking to my attorneys and their staff which included my periodic follow ups about the case. I have also spent time looking for documents and sending documents. I have also spent time reviewing the settlement agreement as well as this declaration.

7. In total, I estimate that I have spent approximately 40-42 hours to date participating in this case.

8. I understand that the parties have agreed to a \$10,000 service award to me for coming forward and participating in this case and for providing a release of claims to Lot Management which includes more claims than what the other class members are releasing. I also understand that any amounts payable to me must be approved by the Court.

9. I understand that unclaimed settlement checks of \$200 or less shall be paid to California Rural Legal Assistance (CRLA), which is a non-profit organization. I have no financial interest in, or involvement with, this organization.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____ at Anaheim, California.
1/2/2025 Mo/Yr. City

DocuSigned by:

Armando Muniz

853BC56BA535485...

Armando Muniz

**Declaration of
ROBERT HARRY CHILTON**

1 I, ROBERT HARRY CHILTON, declare:

2 1. I am a named Plaintiff and Class Representative in the above-captioned lawsuit, and I
3 submit this declaration in support of the Motion for Preliminary Approval of the Class Action
4 Settlement in this case.
5

6 2. I reside in the County of San Diego, in the State of California. I worked for Lot LLC
7 ("Lot Management") as a non-exempt employee from approximately November 15, 2019 until
8 November 15, 2021 as a Junior Engineer General Purpose and a Junior Engineer.

9 3. Lot Management paid me on an hourly basis. However, Lot Management did not start
10 paying me until I arrived at the first job site of the day. These job sites were often located as far away
11 as Los Angeles, but Lot Management did not pay me for my time to drive to and from these job site
12 locations. As a result, I was not compensated for all hours I actually worked.

13 4. During my employment with Lot Management, I was not provided with timely, 30-
14 minute, and uninterrupted meal periods. Meal periods were often taken after the end of the fifth hour
15 of work, were not a full 30 minutes, or were missed entirely. I was also frequently interrupted during
16 my meal and rest periods because I was required to be "on call" and was frequently contacted during
17 my meal and rest periods. As a result of being "on call" during my meal and rest periods, I was never
18 fully relieved of all duties during any of my breaks. Lot Management never paid me any meal or rest
19 period premiums when I was not provided with timely, complete, and uninterrupted meal and rest
20 periods.
21

22 5. Lot Management required me to provide my own hand tools, equipment, and power
23 tools to perform my job at the job sites. If I lost any tools, Lot Management required me to re-
24 purchase the tools at my own expense. I was also required to use my personal cell phone to take
25 pictures of job sites before and after work was completed. I was never reimbursed by Lot Management
26 for the purchase of the tools I needed to perform my job or for the business use of my cell phone.
27

28 6. Lot Management occasionally provided company vehicles to me and other employees
for travel between job sites. Lot Management made me pay for use of the company vehicles by

1 making deductions from my paychecks. When I used my personal vehicle for travel between job sites,
2 Lot Management did not reimburse me for mileage and expenses.

3
4 7. Lot Management did not provide me with paid sick days and did not display any
5 accrued sick days on any of my pay stubs.

6 8. After working under these conditions since the beginning of my employment with Lot
7 Management, I felt I could no longer ignore Lot Management's unfair corporate policies which denied
8 employees meal and rest breaks, pay for all hours worked, and reimbursement for business expenses.
9 In May 2022, I contacted the Law Offices of Samuel Dagan and Berger, Williams & Reynolds, LLP
10 (now Berger & Williams, LLP) to discuss my experiences with Lot Management.

11 9. On January 23, 2023, I and my co-Plaintiff Michael Hudson, filed a Private Attorneys
12 General Act ("PAGA") lawsuit against Lot Management. When I agreed to file a lawsuit as a PAGA
13 representative, I understood that I was not only seeking compensation for myself, but also for all other
14 aggrieved employees who worked for Lot Management. I understood that by doing so, I would be
15 delaying immediate redress that was potentially available to me through the California Department of
16 Labor Standards Enforcement (Labor Commissioner). I agreed to do this for the past and present
17 aggrieved employees who were not aware of their rights, or who were too afraid to complain to
18 management for fear of losing their positions. I understood that the lawsuit could take several years
19 and would require my services and attention for the duration of the lawsuit.

20
21 10. I understood the risks involved in representative lawsuits. I was also aware that serving
22 as a PAGA Representative might subject me to the stigma that is sometimes associated with those who
23 bring representative lawsuits against their employers, as this could potentially jeopardize future
24 employment. I also understood that as a PAGA Representative, I could be held responsible for Lot
25 Management's legal costs if the lawsuit was unsuccessful.

26
27 11. Even with knowledge of these risks, I was willing to go forward and to act on behalf of
28 the other aggrieved employees because I felt Lot Management's policies were unjust and wrong. I

1 understood that, as a PAGA Representative, I would most likely be required to formally respond to
2 written discovery, and that I would have my deposition taken, under oath.

3
4 12. On April 3, 2024, my attorney, Harvey Berger, attended mediation with Lou Marlin
5 during which a global settlement was reached with respect to my PAGA lawsuit and other overlapping
6 PAGA and class action lawsuits against Lot Management. I reviewed and signed the settlement
7 agreement. As part of the settlement, the cases were consolidated, and I became a Class
8 Representative in this case.

9 13. Both before and since my lawsuit was filed and since I have become a Class
10 Representative, I have spent numerous hours helping with the case, including meeting with my
11 attorneys multiple times, staying in touch with my attorneys, speaking on the phone, as well as
12 exchanging emails with my attorneys, locating and organizing documents for the case, reviewing
13 paperwork sent to me by my attorneys, and continuing to be available to my attorneys after mediation
14 and settlement.

15 14. I believe I did the right thing by pursuing this case, along with the other Class
16 Representatives, on behalf of other aggrieved employees and similarly situated individuals, who now
17 stand to receive monetary payments they would not have received otherwise. I believe that the
18 \$10,000 enhancement / service payment being requested for me is fair and reasonable in light of (a)
19 my potential loss of job opportunities in the future; (b) the stigma that is sometimes associated with
20 those who bring PAGA lawsuits against an employer; (c) the risk that I took that a judgment could be
21 entered against me for Lot Management's costs if we lost the case; and (d) all of the hours I have spent
22 working on this case, as mentioned above.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct, and that this Declaration was executed on January 7, 2025, in San Diego,
26 California.

27
28 By: 

Harry Robert Chilton

**Declaration of
MICHAEL ANTHONY FITCH**

DECLARATION OF MICHAEL ANTHONY FITCH

I, MICHAEL ANTHONY FITCH, declare as follows:

1. I am over the age of 18 and I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I make this declaration in support of my Motion for Preliminary Approval.

2. I am a former employee of Defendants Red Cow, Inc., dba Lot Management and Lot LLC ("Lot Management"). I worked for Defendant from approximately March 2022 to approximately April 21, 2023, as an hourly-paid, non-exempt employee.

3. Based on my experience and knowledge of Lot Management's wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Lot Management.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Lot Management. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees at Lot Management.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe while working for Defendant, my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Lot Management's company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Lot Management. I believe that the claims of all hourly, non-exempt employees of Defendant who worked for Defendant in California during the Settlement Period and PAGA Period, are identical to mine because Defendant's policies and procedures applied to all of us.



1 7. I have always kept the best interests of the other hourly-paid, non-exempt employees
2 in mind while performing my duties as the named plaintiff in my case. I have been committed
3 throughout the course of this case to vigorously prosecuting this case on behalf of myself and the
4 other employees. I have been protecting the rights of myself and all hourly, non-exempt employees
5 of Defendant who worked for Defendant in California during the Settlement Period and PAGA
6 Period, since approximately April of 2023 when first I started looking for an attorney before this
7 lawsuit was filed. I have been and continue to place the interests of all hourly, non-exempt
8 employees of Defendant who worked for Defendant in California during the Settlement Period and
9 PAGA Period before my own. I do not have any interests that conflict with those of other
10 Settlement Class Members or PAGA Group Members. I believe that I have demonstrated my ability
11 to advocate for the interests of the other hourly-paid, non-exempt employees by initiating this
12 lawsuit, providing documents and information to my attorneys, keeping in regular contact with my
13 attorneys regarding the status of the case, and reviewing the settlement agreement to make sure it
14 was fair.

15 8. I provided information and made myself available to my attorneys since
16 approximately April 2023 when I was searching for my attorney. I have helped and been willing
17 to support the lawsuit in any way I can for the last approximately 18 months since May of 2023
18 when I began searching for an attorney for the claims in this lawsuit. I have searched for an
19 attorney, met with my attorneys to see if they would represent me, met with my attorneys to discuss
20 the Defendant's policies, procedures, and practices for clocking in and out, paying wages for the
21 hours that we worked, wage statements, and final payment of wages. I spent time searching for
22 policies and procedures that were given to me during my employment, any timecards I had, any
23 pay stubs I had, handbooks and other documents related to my employment. I produced all the
24 documents to my attorneys. I responded to almost all of my attorneys' telephone calls and
25 interviews and I met with them in person and/or telephonically to discuss any questions they had
26 about my employment, Defendant's policies and procedures, and Defendant's payment of wages,
27 providing wage statements, termination of employees, or the documents I had provided to them. I
28 was available during mediation. Once the settlement agreement was finalized, I conferred with



1 my attorneys on multiple occasions to review and discuss the settlement agreement before signing.
2 In total, I would estimate that I have spent around 55-60 hours working as the client representative
3 for this case, including the time spent researching attorneys until I was able to find the services of
4 Lavi & Ebrahimian, the time I spent discussing my case with my attorneys once they were retained,
5 the information I provided while the case was in litigation, the full day I set aside to be able and
6 ready to participate in the mediation of this case, and general information provided to my attorneys
7 throughout this entire process.

8 9. I also understand that in the event this matter proceeds to trial, I must come to court
9 to participate in the trial. I will come to court if I am needed and have been ready to perform any
10 responsibility that is necessary for this lawsuit. I also believe I have taken a risk by filing this
11 lawsuit because my employers in the future may find out that I sued my employer, and they may
12 not like it. The other employees will be receiving money from this lawsuit, and they have not had
13 to file a lawsuit, look for an attorney, or take the risks that I have had to take.

14 10. I will continue to actively participate in this lawsuit as necessary and will
15 continue to make myself available to assist in this case moving forward as needed.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on the 12th day of November, 2024, at Oceanside, California.
19

20 

21 _____
22 MICHAEL ANTHONY FITCH
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**Declaration of
CESAR EDUARDO LICEA CASTRO**

DECLARATION OF CESAR EDUARDO LICEA CASTRO

I, CESAR EDUARDO LICEA CASTRO, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I make this declaration in support of my Motion for Preliminary Approval

2. I am a former employee of Defendants Red Cow, Inc., dba Lot Management and Lot LLC (“Lot Management”). I worked for Defendant from approximately February 2015 to approximately July 2022 as an hourly-paid, non-exempt employee.

3. Based on my experience and knowledge of Lot Management’s wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Lot Management.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Lot Management. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees at Lot Management.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Lot Management’s company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Lot Management.

7. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in my case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the

1 other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and
2 information to my attorneys, keeping in regular contact with my attorneys regarding the status of
3 the case, and reviewing the settlement agreement to make sure it was fair.

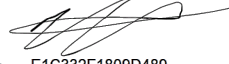
4 8. I believe the Settlement is fair and reasonable, and in the best interest of the other
5 hourly-paid, non-exempt employees.

6 9. I have no financial or other interest in the selected cy pres beneficiary, California
7 Rural Legal Assistance.

8 10. I will continue to actively participate in this lawsuit as necessary and will continue
9 to make myself available to assist in this case moving forward as needed.

10
11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on 1/8/2025, 2025, at Chula Vista, California.

14
15 DocuSigned by:
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17 CESAR EDUARDO LICEA CASTRO
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