

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 LAUREN R. DAVIS (SBN 245366)

lauren@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Telephone: (213) 725-9094

6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),

8 JUSTIN ERIC LOPEZ, and all others similarly situated

9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 JUSTIN ERIC LOPEZ, on behalf of himself and
14 all others similarly situated, and as “aggrieved
15 employees” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 EDWARD WALTER SUNSERI, a natural
20 person doing business as Sunseri’s Bar and
21 Beverage Catering; MICHAEL SERENO, a
22 natural person; and DOES 1–50, inclusive,

23 *Defendant(s).*

Case No. 22STCV37939

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

Action filed: December 05, 2022
Dept: Dept. 14, The Honorable
Kenneth R. Freeman

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiff Justin Eric Lopez (“Plaintiff”) and defendants Edward Walter Sunseri and Michael
3 Sereno (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Edward Walter Sunseri and Michael Sereno captioned “Justin Eric Lopez on behalf of himself,
8 and all others similarly situated, and as ‘aggrieved employees’ on behalf of other ‘aggrieved
9 employees’ under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Edward
10 Walter Sunseri, Michael Sereno; AND DOES 1 through 50, inclusive, *Defendant(s)*,” Case No.
11 22STCV37939 initiated on December 05, 2022 and pending in Superior Court of the State of
12 California, County of Los Angeles.

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

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

19 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
20 classified as an hourly, non-exempt who worked for Defendants during the PAGA Period.

21 1.5. “Class” means all persons employed by Defendants in California and classified as
22 an hourly, non-exempt who worked for Defendants during the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
24 L. Haines of United Employees Law Group.

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

28 1.8. “Class Data” means Class Member identifying information in Defendants’

1 possession including the Class Member's name, last-known mailing address, Social Security
2 number, and number of Class Period Pay Periods and PAGA Pay Periods.

3 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
4 either a Participating Class Member or Non-Participating Class Member (including a Non-
5 Participating Class Member who qualifies as an Aggrieved Employee).

6 1.10. "Class Member Address Search" means the Administrator's investigation and
7 search for current Class Member mailing addresses using all reasonably available sources,
8 methods and means including, but not limited to, the National Change of Address database, skip
9 traces, and direct contact by the Administrator with Class Members.

10 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
11 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
12 Class Members in English with a Spanish translation in the form, without material variation,
13 attached as Exhibit A and incorporated by reference into this Agreement.

14 1.12. "Class Period" means the period from December 06, 2018 to December 31, 2023.

15 1.13. "Class representative" means the named Plaintiff in the operative complaint in the
16 Action seeking Court approval to serve as Class Representative.

17 1.14. "Class Representative Service Payment" means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action.

19 1.15. "Court" means the Superior Court of California, County of Los Angeles.

20 1.16. "Defendants" means named Defendants Edward Walter Sunseri and Michael
21 Sereno.

22 1.17. "Defense Counsel" means Ronald W. Novotny and Joshua N. Lange of Atkinson,
23 Andelson, Loya, Rudd & Romo.

24 1.18. "Effective Date" means: the later of: (a) if any timely objections are filed and not
25 subsequently withdrawn, the 60th day after the Court enters an order granting final approval of
26 the Joint Stipulation of Class Action and PAGA Settlement; (b) if any timely appeals are filed,
27 the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms
28 of the Settlement; or (c) if no timely objections are filed, or if all objections are withdrawn, the

1 date upon which the Court enters an order granting final approval of the Joint Stipulation of Class
2 Action and PAGA Settlement.

3 1.19. “Final Approval” means the Court’s order granting final approval of the
4 Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
6 Approval of the Settlement.

7 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
8 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

9 1.22. “Gross Settlement Amount” means \$375,000.00 which is the total amount
10 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
11 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
12 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
13 Service Payment and the Administrator’s Expenses.

14 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
15 share of the Net Settlement Amount calculated according to the number of Pay Periods worked
16 during the Class Period.

17 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
18 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
19 PAGA Period.

20 1.25. “Judgment” means the judgment entered by the Court based upon the Final
21 Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
23 agency entitled, under Labor Code section 2699, subd. (i), to the payment specified in section
24 1.27.

25 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
26 LWDA under Labor Code section 2699, subd. (i).

27 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to
7 Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the
8 Objection form (Exhibit D) in English with Spanish translations.

9 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
10 worked for Defendants for at least one day during the PAGA Period.

11 1.32. “PAGA Period” means the period from November 23, 2021 to December 31, 2023.

12 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

13 1.34. “PAGA Notice” means Plaintiff’s November 23, 2022 letter to Defendants and
14 the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

15 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
16 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,000.00) and the
17 75% to LWDA (\$3,000.00) in settlement of PAGA claims.

18 1.36. “Participating Class Member” means a Class Member who does not submit a valid
19 and timely Request for Exclusion from the Settlement.

20 1.37. “Plaintiff” means Justin Eric Lopez, the named Plaintiff in the Action.

21 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
22 of the Settlement.

23 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary
24 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
25 attached as Exhibit E.

26 1.40. “Released Class Claims” means the claims being released as described in
27 Paragraph 6.2 below.

28 1.41. “Released PAGA Claims” means the claims being released as described in

Paragraph 6.2 below.

1.42. “Released Parties” means: Defendants, and their current and former officers, directors, employees, and agents, and the successors and assigns, of all such entities and individuals.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. An Election Not to Participate in Settlement form is attached as Exhibit B.

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

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

1.46. “Pay Period” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

1.47. A Pay Period Dispute form is attached as Exhibit C.

2. RECITALS.

2.1. On December 05, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related claims. On February 10, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and for civil penalties under the California Private Attorneys’ General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative

1 Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and
2 deny any and all liability for the causes of action alleged.

3 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
4 notice to Defendants and the LWDA by sending the PAGA Notice.

5 2.3. On July 28, 2023, the Parties participated in an all-day mediation presided over
6 by Ms. Monique Ngo-Bonnici Esq. Continuing negotiations between the Parties after mediation
7 led to this Agreement to settle the Action including the production of detailed financial
8 information from the Defendants.

9 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through formal and
10 informal discovery, the number of comparable employees, the number of pay periods, average
11 rates of pay, sample time records, sample payroll records, sample schedules, written policies,
12 financial records, and related information. Plaintiff's investigation was sufficient to satisfy the
13 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
14 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
15 ("*Dunk/Kullar*").

16 2.5. The Court has not granted class certification.

17 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
18 of any other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 **3. MONETARY TERMS.**

21 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
22 Defendants promise to pay \$375,000.00 and no more as the Gross Settlement Amount and to
23 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
24 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
25 payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator
26 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
27 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
28 Gross Settlement Amount will revert to Defendants.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
3 the Court in the Final Approval:

4 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
5 Representative of not more than \$15,000.00 each (in addition to any Individual Class Payments
6 and any Individual PAGA Payments the Class Representative is entitled to receive as a
7 Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's
8 request for a Class Representative Service Payment that does not exceed this amount. As part of
9 the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will
10 seek Court approval for any Class Representative Service Payment no later than 16 court days
11 prior to the Final Approval Hearing. If the Court approves a Class Representative Service
12 Payment less than the amount requested, the Administrator will retain the remainder in the Net
13 Settlement Amount. The Administrator will pay the Class Representative Service Payment using
14 IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
15 Class Representative Service Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
17 33.33%, which is currently estimated to be \$125,000.00 and a Class Counsel Litigation Expenses
18 Payment of not more than \$12,500.00. Defendants will not oppose requests for these payments
19 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
20 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
21 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
22 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
23 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
24 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
26 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
27 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
28 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds

1 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
2 division or sharing of any of these Payments.

3 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
4 \$13,000.00 except for a showing of good cause and as approved by the Court. To the extent the
5 Administration Expenses are less, or the Court approves payment less than \$13,000.00, the
6 Administrator will retain the remainder in the Net Settlement Amount.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment
8 calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked
9 by all Participating Class Members and Aggrieved Employees during the Class Period and (b)
10 multiplying the result by each Participating Class Member's Pay Periods.

11 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
12 each Participating Class Member's Individual Class Payment will be allocated to settlement of
13 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
14 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual
15 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
16 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
17 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
18 employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation
20 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
21 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
22 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
24 amount of \$4,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,000.00)
25 allocated to the LWDA PAGA Payment and 25% (\$1,000.00) allocated to the Individual PAGA
26 Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
28 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,000.00

1 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
2 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
3 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
4 Individual PAGA Payment.

5 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
6 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
7 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of
10 their records to date, Defendants estimate there are 209 Class Members who collectively worked
11 a total of 6,290 Pay Periods, and 150 Aggrieved Employees who worked a total of 2,900 PAGA
12 Pay Periods.

13 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
14 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
15 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
17 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
18 employees who need access to the Class Data to effect and perform under this Agreement.
19 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
20 Class Data omitted class member identifying information and to provide corrected or updated
21 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
22 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
23 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
24 to missing or omitted Class Data.

25 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
26 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
27 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

28 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants

1 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
2 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
3 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
4 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
5 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
6 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
7 Payments.

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

20 4.4.2. The Administrator must conduct a Class Member Address Search for all
21 other Class Members whose checks are returned undelivered without USPS forwarding address.
22 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
23 forwarding address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class Members whose
25 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Class Member whose original check was lost or misplaced, requested
27 by the Class Member prior to the void date.

28 4.4.3. For any Class Member whose Individual Class Payment check or

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

5 4.4.4. The payment of Individual Class Payments and Individual PAGA
6 Payments shall not obligate Defendants to confer any additional benefits or make any additional
7 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
8 this Agreement.

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

13 1. Plaintiff's Release. Plaintiff and his respective former and present
14 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally, release and discharge Released Parties from all claims, transactions, or occurrences
16 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or
17 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
18 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
19 contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the
20 Action and released under 6.2, below. "Released Class Claims" specifically means any and all
21 claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities,
22 demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law,
23 equity, or whatever kind of nature, arising from the claims pled in the Action and any claims
24 based on facts alleged in the operative complaint, including, all claims for unpaid overtime, meal
25 period violations, rest break violations, unpaid minimum wage, failure to pay all wages during
26 and at termination of employment, failure to provide accurate wage statements, failure to
27 maintain accurate records, failure to reimburse necessary business expenses, and unlawful
28 business practices under the California Labor Code and/or the California Business and

1 Professions Code, including all claims for restitution or equitable relief, liquidated damages,
2 penalties of any nature whatsoever, attorneys' fees and costs, asserted or that might have been
3 asserted by any Class Member against the Released Parties based on the facts or claims alleged
4 in the Action during the Class Period. "Released Class Claims" also includes claims meeting
5 the above definition(s) under any and all applicable statutes, including without limitation
6 California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 1174,
7 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198; the California Unfair Competition Act, and in
8 particular, California Business and Professions Code §§ 17200 *et seq.* ("Release.") Plaintiff's
9 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
10 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
11 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
12 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
13 the facts or law that Plaintiff now know or believe to be true but agrees, nonetheless, that
14 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
15 or additional facts or Plaintiff's discovery of them.

16 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
18 and benefits, if any, of section 1542 of the California Civil Code, which reads:

19
20 **A general release does not extend to claims that the creditor or releasing party does**
21 **not know or suspect to exist in his or her favor at the time of executing the release,**
22 **and that if known by him or her would have materially affected his or her settlement**
23 **with the debtor or Released Party.**

24
25 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
26 All Participating Class Members, on behalf of himself and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all claims stated in the Operative Complaint and those based solely upon the facts

1 alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement,
2 Participating Class Members do not release any other claims, including claims for vested benefits,
3 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
4 insurance, disability, social security, workers' compensation, or claims based on facts occurring
5 outside the Class Period.

6 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that
7 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
8 pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any
9 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

10 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
11 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with
12 the Court's current checklist for Preliminary Approvals. A Preliminary Approval Order form is
13 attached as Exhibit E.

14 7.1 Defendants' Declaration in Support of Preliminary Approval. Within ten (10)
15 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
16 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
17 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
18 Counsel and Defendants shall aver that they are not aware of any other pending matter or action
19 asserting claims that will be extinguished or adversely affected by the Settlement.

20 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
21 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
22 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
23 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
24 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
25 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
26 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
27 attesting to its willingness to serve; competency; operative procedures for protecting the security
28 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

///

1 **8. SETTLEMENT ADMINISTRATION.**

2 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class
3 Action Settlement Solutions, Inc. to serve as the Administrator and verified that, as a condition of
4 appointment, Phoenix Class Action Settlement Solutions, Inc. agrees to be bound by this
5 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
6 payment of Administration Expenses. The Parties and their Counsel represent that they have no
7 interest or relationship, financial or otherwise, with the Administrator other than a professional
8 relationship arising out of prior experiences administering settlements.

9 8.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports state and federal tax authorities.

12 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
13 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
14 Regulation section 468B-1.

15 8.4 Notice to Class Members.

16 8.4.1 No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state the number of
18 Class Members, PAGA Members, Pay Periods in the Class Data.

19 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
20 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
21 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
22 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
23 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
24 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
25 Member, and the number of Class Pay Periods and PAGA Pay Periods (if applicable) used to calculate
26 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
27 addresses using the National Change of Address database.

28 8.4.3 Not later than 3 business days after the Administrator’s receipt of any

1 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
2 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
4 the Notice Packet to the most current address obtained. The Administrator has no obligation to
5 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
6 returned by the USPS a second time.

7 8.4.4 The deadlines for Class Members' written objections, Challenges to Pay
8 Periods (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the
9 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
10 The Administrator will inform the Class Member of the extended deadline with the re-mailed
11 Notice Packet.

12 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
13 otherwise discovers any persons who believe they should have been included in the Class Data
14 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
15 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
16 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
17 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
18 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
19 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

20 8.5 Requests for Exclusion (Opt-Outs).

21 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
22 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
23 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
24 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
25 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
26 the Class Member's election to be excluded from the Settlement and includes the Class Member's
27 name, address and email address or telephone number. To be valid, a Request for Exclusion must
28 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate

1 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

2 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
3 because it fails to contain all the information specified in the Class Notice. The Administrator
4 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
5 identity of the person as a Class Member and the Class Member's desire to be excluded. The
6 Administrator's determination shall be final and not appealable or otherwise susceptible to
7 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
8 the Administrator may demand additional proof of the Class Member's identity. The
9 Administrator's determination of authenticity shall be final and not appealable or otherwise
10 susceptible to challenge.

11 8.5.3 Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
13 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
14 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
15 Participating Class Member actually receives the Class Notice or objects to the Settlement.

16 8.5.4 Every Class Member who submits a valid and timely Request for
17 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
18 or have the right to object to the class action components of the Settlement. Aggrieved Employees
19 are eligible for an Individual PAGA Payment.

20 8.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days
21 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
22 whose Notice Packet is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay
23 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
24 Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required.
25 The Class Member may challenge the allocation by communicating with the Administrator via
26 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
27 supporting documentation. In the absence of any contrary documentation, the Administrator is
28 entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they

1 are consistent with the Class Data. The Administrator's determination of each Class Member's
2 allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
3 The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods
4 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
5 the challenges.

6 8.7 Objections to Settlement.

7 8.7.1 Only Participating Class Members may object to the class action
8 components of the Settlement and/or this Agreement, including contesting the fairness of the
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment and/or Class Representative Service Payment.

11 8.7.2 Participating Class Members may send written objections to the
12 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
13 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
14 Hearing. A Participating Class Member who elects to send a written objection to the
15 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
16 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). The
17 Objection form attached as Exhibit D may be used for this purpose but is not required.

18 8.7.3 Non-Participating Class Members have no right to object to any of the class
19 action components of the Settlement.

20 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
21 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

22 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
23 establish and maintain and use an internet website to post information of interest to Class
24 Members including the date, time and location for the Final Approval Hearing and copies of the
25 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
26 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
27 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
28 Approval and the Judgment. The Administrator will also maintain and monitor an email address

1 and a toll-free telephone number to receive Class Member calls, faxes and emails.

2 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
3 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
4 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
5 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
6 and other identifying information of Class Members who have timely submitted valid Requests
7 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
8 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
9 Exclusion from Settlement submitted (whether valid or invalid).

10 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
11 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
12 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
13 Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods
14 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
15 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
16 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
17 objections received.

18 8.8.4 Pay Period Challenges. The Administrator has the authority to address and
19 make final decisions consistent with the terms of this Agreement on all Class Member challenges
20 over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable
21 or otherwise susceptible to challenge.

22 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
23 which Plaintiff are required to file the Motion for Final Approval of the Settlement, the
24 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
25 for filing in Court attesting to its due diligence and compliance with all of its obligations under
26 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
27 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
28 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the

1 number of written objections and attach the Exclusion List. The Administrator will supplement
2 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
3 for filing the Administrator's declaration(s) in Court.

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

11 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
12 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
13 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
14 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
15 whatsoever, and that neither Party will have any further obligation to perform under this
16 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
17 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
18 Court of their election to withdraw not later than 7 days after the Administrator sends the final
19 Exclusion List to Defense Counsel; late elections will have no effect.

20 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
21 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
22 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
23 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
24 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
25 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
26 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
27 disagreements concerning the Motion for Final Approval.

28 10.1 Response to Objections. Each Party retains the right to respond to any objection

1 raised by a Participating Class Member, including the right to file responsive documents in Court
2 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
3 by the Court.

4 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
5 Approval on any material change to the Settlement (including, but not limited to, the scope of
6 release to be granted by Class Members), the Parties will expeditiously work together in good
7 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
11 modification to the Agreement within the meaning of this paragraph.

12 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
13 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
14 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
15 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

16 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
17 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
18 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
19 respective counsel, and all Participating Class Members who did not object to the Settlement as
20 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
21 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
22 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
23 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
24 Parties' obligations to perform under this Agreement will be suspended until such time as the
25 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
26 the amount of the Net Settlement Amount.

27 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
28 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

1 material modification of this Agreement (including, but not limited to, the scope of release to be
2 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
3 expeditiously work together in good faith to address the appellate court's concerns and to obtain
4 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
5 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
6 the Court's award of the Class Representative Service Payments or any payments to Class
7 Counsel shall not constitute a material modification of the Judgment within the meaning of this
8 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12 **12. ADDITIONAL PROVISIONS.**

13 12.1 No Admission of Liability, Class Certification or Representative Manageability
14 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
15 claims. Nothing in this Agreement is intended or should be construed as an admission by
16 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
17 have any liability for any claims asserted; nor should it be intended or construed as an admission
18 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
19 certification and representative treatment is for purposes of this Settlement only. If, for any reason
20 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
21 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
22 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
23 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
24 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
25 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
26 Settlement and this Agreement).

27 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
28 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval

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

9 Each Party agrees to immediately notify each other Party of any judicial or agency
10 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
11 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
12 communication, before the filing of the Motion for Preliminary Approval, with any third party
13 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
14 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
15 communications with Class Members in accordance with Class Counsel's ethical obligations
16 owed to Class Members.

17 12.3 No Solicitation. The Parties separately agree that they and their respective
18 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
19 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
20 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
21 obligations owed to Class Members.

22 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
23 Agreement together with its attached exhibits shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
27 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
28 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
4 use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of a mediator and/or the Court for resolution.

10 12.7 No Prior Assignments. The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.

21 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

1 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
5 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
6 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
7 connection with the Settlement, may be used only with respect to this Settlement, and no other
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
9 or rule of court. Not later than 90 days after the date when the Court discharges the
10 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
11 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
12 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
13 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

14 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
15 is inserted for convenience of reference only and does not constitute a part of this Agreement.

16 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
17 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
18 weekend or federal legal holiday, such date or deadline shall be on the first business day
19 thereafter.

20 12.17 Notice. All notices, demands or other communications between the Parties in
21 connection with this Agreement will be in writing and deemed to have been duly given as of the
22 third business day after mailing by United States mail, or the day sent by email or messenger,
23 addressed as follows:

24 To Plaintiff:

25 David Glenn Spivak, Esq.

26 The Spivak Law Firm

27 8605 Santa Monica Bl

28 PMB 42554

1 West Hollywood, CA 90069
2 david@spivaklaw.com
3 To Defendant:
4 Ronald W. Novotny, Esq.
5 Atkinson, Andelson, Loya, Rudd & Romo
6 12800 Center Court Drive South
7 Suite 300
8 Cerritos, CA 90703-9364
9 rnovotny@aalrr.com
10

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

17 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
18 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
20 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.
22

23 Dated: 04 / 02 / 2024

By:



JUSTIN ERIC LOPEZ

25
26 Dated:

By:

EDWARD WALTER SUNSERI

1 West Hollywood, CA 90069
2 david@spivaklaw.com
3 To Defendant:
4 Ronald W. Novotny, Esq.
5 Atkinson, Andelson, Loya, Rudd & Romo
6 12800 Center Court Drive South
7 Suite 300
8 Cerritos, CA 90703-9364
9 rnovotny@aalrr.com
10

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

17 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
18 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
20 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.
22

23 Dated:

By:

JUSTIN ERIC LOPEZ

26 Dated:

By:

Edward W. Sunseri Jr.
EDWARD WALTER SUNSERI

[Red Signature] 01-6-21

1 Dated:

By:

MICHAEL SERENO

7 Dated: 04 / 02 / 2024

By:



DAVID GLENN SPIVAK, Attorneys
for Plaintiff(s), JUSTIN ERIC LOPEZ,
and all others similarly situated

13 Dated: April 1, 2024

By:



WALTER L. HAINES, Attorneys for
Plaintiff(s), JUSTIN ERIC LOPEZ, and
all others similarly situated

ATKINSON, ANDELSON, LOYA, RUDD &
ROMO

19 Dated:

By:

RONALD W. NOVOTNY, Attorneys
for Defendant(s), EDWARD WALTER
SUNSERI and MICHAEL SERENO

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Dated: 4-06-2024

By: 
MICHAEL SERENO

THE SPIVAK LAW FIRM

Dated:

By:
DAVID GLENN SPIVAK, Attorneys
for Plaintiff(s), JUSTIN ERIC LOPEZ,
and all others similarly situated

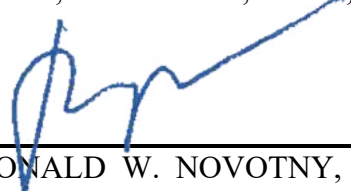
UNITED EMPLOYEES LAW GROUP

Dated:

By:
WALTER L. HAINES, Attorneys for
Plaintiff(s), JUSTIN ERIC LOPEZ, and
all others similarly situated

ATKINSON, ANDELSON, LOYA, RUDD &
ROMO

Dated: April 8, 2024

By: 
RONALD W. NOVOTNY, Attorneys
for Defendant(s), EDWARD WALTER
SUNSERI and MICHAEL SERENO

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EXHIBIT A

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

(case name: Justin Eric Lopez v. Edward Walter Sunseri and number 22STCV37939)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Edward Walter Sunseri and Michael Sereno (“Defendants” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employee, Justin Eric Lopez (“Plaintiff”), and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (December 06, 2018 to December 31, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt employees who worked for Defendants during the PAGA Period (November 23, 2021 to December 31, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Pay Periods** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement		All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by <<RESPONSE DEADLINE>>		
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing		The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods		The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods 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 Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Pay Periods Dispute form for this purpose.
Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>		

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to pay required overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

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

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

A. Gross Settlement Amount. Defendants Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$125,000.00 (33.33% of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$12,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Payment. Up to \$15,000.00 as a Class

1 Representative Service Payment for filing the Action, working with Class Counsel and
2 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

3 3. Administration Expenses. Up to \$13,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$4,000.00 for PAGA Penalties, allocated 75% to
6 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Period Pay Periods.

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

9 Based on their records, Defendants estimated that, as of the date of the Settlement, there
10 are 209 Class Members who collectively worked a total of 6,290 Pay Periods, and 150 Aggrieved
Employees who worked a total of 2,900 PAGA Pay Periods.

11 C. Net Settlement Distributed to Class Members. After making the above deductions
12 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
13 Members based on their Class Period Pay Periods.

14 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
15 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
16 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
17 counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
18 1099 Forms.

19 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
20 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
21 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.
22

23 E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check
24 expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
25 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
2 should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

3 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
4 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
5 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
6 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
8 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
9 pursue claims against Defendants for violations of California's labor laws.

10 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
11 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff release Defendants from civil penalties they may owe
12 to the Aggrieved Employees.

13 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
15 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

16 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
17 Administration Solutions, Inc. (the "Administrator") to send this Notice, calculate and make
payments, and process Class Members' Requests for Exclusion. The Administrator will also
18 decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax
forms, and perform other tasks necessary to administer the Settlement. The Administrator's
19 contact information is contained in Section 9 of this Notice.

20 I. Participating Class Members' Release. After the Judgment is final and Defendants
21 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
22 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
23 their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
24 Settlement.

25 ///

26 ///

27 ///

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

2 All Participating Class Members, on behalf of himself and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, release Released Parties from all claims stated in the Operative
5 Complaint and those based solely upon the facts alleged in the Operative
6 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
7 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

8 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
9 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff release all
10 claims for civil penalties that could have been sought by the Labor Commissioner for the
11 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

16 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
17 Payments by (a) dividing \$1,000.00 by the total number of PAGA Pay Periods worked by all
18 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

19 C. Pay Period Challenges. The number of Class Pay Periods you worked during the
20 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
21 recorded in Defendants' records, are stated in the first page of this Notice. You have until
22 <<RESPONSE DEADLINE>> to challenge the number of Pay Periods and/or Pay Periods
23 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

24 You need to support your challenge by submitting copies of pay stubs or other records.
25 The Administrator will accept Defendants' calculation of Pay Periods based on Defendants'
26 records as accurate unless you send copies of records containing contrary information. You
27 should send copies rather than originals because the documents will not be returned to you. The
Administrator will resolve Pay Period challenges based on your submission and on input from

Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Justin Eric Lopez vs. Edward Walter Sunseri*, Case No. 22STCV37939, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will

1 send you copies of these documents at no cost to you. You can also view them and the Settlement
2 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
website <<COURT WEBSITE>>.

3 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
4 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
5 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
6 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
7 object to, why you object, and any facts that support your objection. Make sure you identify the
8 Action, *Justin Eric Lopez vs. Edward Walter Sunseri*, case no. 22STCV37939, and include your
9 name, current address, telephone number, and approximate dates of employment for Defendants
and sign the objection. Section 9 of this Notice has the Administrator's contact information. You
may use the enclosed Objection form for this purpose. You should send your objection to the
Administrator by email, fax, or send by regular U.S. mail.

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

13 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

14 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
15 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department Dept. 14 of the
16 Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
17 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
18 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
19 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
20 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
information.

21 It's possible the Court will reschedule the Final Approval Hearing. You should check the
22 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

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

24 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
25 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
26 Settlement documents is to go to the Administrator's website at _____.
27 You can also telephone or send an email to Class Counsel or the Administrator using the contact
information listed below, or consult the Superior Court website by going to _____ .com

1 and entering the Case Number for the Action, Case No. 22STCV37939. You can also make an
2 appointment to personally review court documents in the Clerk's Office at the Spring Street
Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

5 Class Counsel:

6 Name of Attorney: David Glenn Spivak
7 Email Address: david@spivaklaw.com
8 Name of Firm: The Spivak Law Firm
9 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
10 Telephone: (213) 725-9094

11 Administrator:

12 Name of Company: Phoenix Class Action Settlement Solutions, Inc.
13 Email Address: _____
14 Mailing Address: _____
Telephone: _____
Fax Number: _____

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

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 your check is already void

19 ☐ you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for
instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800)
20 992-4647.

21 ☐ you will have no way to recover the money.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

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

Lopez v. Edward Walter Sunseri
Superior Court of the State of California, County of Los Angeles
Case No. 22STCV37939

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Lopez v. Edward Walter Sunseri Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and **not** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

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

Dated: ____.
(Signature)

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EXHIBIT C

PAY PERIOD DISPUTE FORM

Superior Court of The State of California
For The County of Los Angeles
Justin Eric Lopez v. Edward Walter Sunseri, Case No. 22STCV37939

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

TO ALL HOURLY, NON-EXEMPT CALIFORNIA EMPLOYEES OF SUNSERI'S BAR AND BEVERAGE CATERING FROM DECEMBER 6, 2018 THROUGH DECEMBER 31, 2023.

The amount of your estimated Settlement Award is based upon the number of Eligible Pay Periods you worked between December 06, 2018 and December 31, 2023 and Eligible Pay Periods you worked between November 23, 2021 and December 31, 2023. "Individual Class Pay Periods" are defined as any Work Week in which you worked at least one (1) day as an hourly, non-exempt of Edward Walter Sunseri and Michael Sereno ("Defendants") in California during the calendar week. "Individual PAGA Pay Periods" are defined as any Pay Period in which you worked at least one (1) day as an hourly, non-exempt of Defendants in California during the calendar week during the period of November 23, 2021 through December 31, 2023. The number of Class and PAGA Pay Periods applicable to your claim are set forth below.

YOUR ELIGIBLE PAY PERIODS

Defendants' records indicate that you worked <<number of Pay Periods>> Pay Periods between December 06, 2018 and December 31, 2023 and <<number of Pay Periods>> Pay Periods between November 23, 2021 through December 31, 2023.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of Pay Periods or credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as

1 a postmark or delivery service date stamp). You may use this Pay Period Dispute form for this
2 purpose. You must also send any documents or other information that you contend supports your
3 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
4 based upon Defendants' records and any information you provide. Please be advised that the
information on this Pay Period Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendants.

7 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF PAY**
8 **PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
9 **STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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OBJECTION FORM

Justin Eric Lopez v. Edward Walter Sunseri
Superior Court of the State California, County of Los Angeles
Case No. 22STCV37939

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Justin Eric Lopez v. Edward Walter Sunseri* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

1 [] I am or will be represented by an attorney (provide name and address of attorney on lines
2 below if applicable):

3 _____
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9 Executed on _____, 2024

(Signature)

<<Name>>

(Printed Name)

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15 Error!

EMAIL TO THE ADMINISTRATOR: << _____ @ _____ .COM >>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Justin Eric Lopez v. Edward Walter Sunseri Administrator

[ADDRESS]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

JUSTIN ERIC LOPEZ, on behalf of himself and all others similarly situated, and as “aggrieved employees” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

EDWARD WALTER SUNSERI, a natural person doing business as Sunseri’s Bar and Beverage Catering; MICHAEL SERENO, a natural person; and DOES 1–50, inclusive,

Defendant(s).

Case No. 22STCV37939

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: December 05, 2022
Dept: Dept. 14, The Honorable
Kenneth R. Freeman

1 The Motion of Plaintiff Justin Eric Lopez (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 The Honorable Kenneth R. Freeman presiding. The Court having considered the Motion, the
4 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
5 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6
7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement
11 might be fair, adequate, and reasonable, and that any final determination of those issues
12 will be made at the final hearing. The Court will make a determination at the hearing on the
13 motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether
14 the Settlement is fair, adequate and reasonable to the Settlement Class.
15

16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means a
17 member of the Class, as either a Participating Class Member or Non-Participating Class Member
18 (including a Non- Participating Class Member who qualifies as an Aggrieved Employee)
19 (collectively “Class Members”), who worked anytime during the Class Period. The “Class
20 Period” shall mean the period of time from December 06, 2018, through December 31, 2023.
21

22 3. Based on its records, Defendants estimate that, as of the date of the Settlement
23 Agreement, there are 209 Class Members who collectively worked a total of 6,290 Pay Periods,
24 and 150 Aggrieved Employees who worked a total of 2,900 PAGA Pay Periods during the PAGA
25 Period.
26

27 4. “Effective Date” means the latest of the following occurrences: (a) if any timely
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1 objections are filed and not subsequently withdrawn, the 60th day after the Court
2 enters an order granting final approval of the Joint Stipulation of Class Action and
3 PAGA Settlement; (b) if any timely appeals are filed, the date of the resolution (or
4 withdrawal) of any such appeal in a way that does not alter the terms of the
5 Settlement; or (c) if no timely objections are filed, or if all objections are withdrawn,
6 the date upon which the Court enters an order granting final approval of the Joint
7 Stipulation of Class Action and PAGA Settlement
8

9
10 5. This action is provisionally certified pursuant to section 382 of the California Code
11 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
12 purposes of settlement only with respect to the proposed Settlement Class.
13

14 6. Not later than 15 days after the Court grants Preliminary Approval of the
15 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
16 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
17 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
18 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
19 employees who need access to the Class Data to effect and perform under the Settlement
20 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
21 discover that the Class Data omitted class member identifying information and to provide
22 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
23 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
24 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
25 issues related to missing or omitted Class Data.
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1 7. No later than three (3) business days after receipt of the Class Data, the
2 Administrator shall notify Class Counsel that the list has been received and state the number of
3 Class Members, PAGA Members, and Pay Periods in the Class Data.

4 8. Using best efforts to perform as soon as possible, and in no event later than 14
5 days after receiving the Class Data, the Administrator will send to all Class Members identified
6 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
7 substantially in the forms attached to this order as **Exhibits A, B, C, and D**. The first page of the
8 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
9 Individual PAGA Payment payable to the Class Member, and the number of Class Pay Periods and
10 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets,
11 the Administrator shall update Class Member addresses using the National Change of Address
12 database.
13

14 9. Not later than 3 business days after the Administrator’s receipt of any Notice
15 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
16 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
17 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
18 Packet to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
20 the USPS a second time.
21

22 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
23 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
24 contact information is Ronald W. Novotny, Esq., Atkinson, Andelson, Loya, Rudd & Romo,
25 12800 Center Court Drive South, Suite 300, Cerritos, CA, 90703-9364.
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1 11. The deadlines for Class Members' written objections, Challenges to Pay Periods
2 (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 60 days
3 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
4 Administrator will inform the Class Member of the extended deadline with the re-mailed Notice
5 Packet.

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

14 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
15 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
16 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
17 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
18 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
19 the Class Member's election to be excluded from the Settlement and includes the Class Member's
20 name, address and email address or telephone number. To be valid, a Request for Exclusion must
21 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
22 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

23 14. The Administrator may not reject a Request for Exclusion as invalid because it
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1 fails to contain all the information specified in the Class Notice. The Administrator shall accept
2 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
3 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
4 determination shall be final and not appealable or otherwise susceptible to challenge. If the
5 Administrator has reason to question the authenticity of a Request for Exclusion, the
6 Administrator may demand additional proof of the Class Member's identity. The Administrator's
7 determination of authenticity shall be final and not appealable or otherwise susceptible to
8 challenge.
9

10 15. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
13 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
14 Participating Class Member actually receives the Class Notice or objects to the Settlement.
15

16 16. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
18 right to object to the class action components of the Settlement. Plaintiff releases all claims for
19 civil penalties that could have been sought by the Labor Commissioner for the violations
20 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff do not release the claim for wages
21 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
22 Member.
23

24 17. Challenges to Calculation of Pay Periods. Each Class Member and Aggrieved
25 Employee shall have 60 days after the Administrator mails the Notice Packet (plus an additional
26 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class
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1 Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
2 This is also known as a dispute. A Pay Period Dispute form, attached as Exhibit C, may be used
3 for this purpose but is not required. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the Pay Periods contained
7 in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator's determination of each Class Member's allocation of Pay Periods shall be final
9 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
10 provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class
11 Counsel and the Administrator's determination the challenges.
12

13 18. Objections to Settlement. Only Participating Class Members may object to the
14 class action components of the Settlement and/or this Agreement, including contesting the
15 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
16 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
17

18 19. Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
23 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
24 as Exhibit D may be used for this purpose but is not required.
25

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

2 21. Not later than 14 days before the date by which Plaintiff are required to file the
3 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
4 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
5 compliance with all of its obligations under the Settlement Agreement, including, but not limited
6 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
7 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
8 from Settlement it received (both valid or invalid), the number of written objections and attach
9 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
10 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
11 declaration(s) in Court.
12

13 22. The Court approves, as to form and content, the Class Notice in substantially the
14 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
15 substantially the form attached as Exhibit B to this Order, the Pay Period Dispute form in
16 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
17 the form attached as Exhibit D to this Order.
18

19 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
20 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.
21

22 24. The Court approves, for settlement purposes only, Justin Eric Lopez as the Class
23 Representative.
24

25 25. The Court approves Phoenix Class Action Administration Solutions, Inc. as the
26 Administrator.
27

28 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and

costs subject to final review by the Court.

27. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiff's Class Representative Service Payments subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at ____.m. in Department Dept. 14 of the Superior Court for the State of California, County of Los Angeles, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payments to the Class Representatives. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

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IT IS SO ORDERED.

DATE

**THE HONORABLE KENNETH R.
FREEMAN
SUPERIOR COURT JUDGE**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

JUSTIN ERIC LOPEZ, on behalf of himself and all others similarly situated, and as “aggrieved employees” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

EDWARD WALTER SUNSERI, a natural person doing business as Sunseri’s Bar and Beverage Catering; MICHAEL SERENO, a natural person; and DOES 1–50, inclusive,

Defendant(s).

Case No. 22STCV37939

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: December 05, 2022
Dept: Dept. 14, The Honorable
Kenneth R. Freeman

1.1. This matter came on for hearing on ____ at ____ .m. in Department Dept. 14 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$375,000.00 in compromise of all disputed claims on behalf of all persons employed by Defendants in California and classified as an hourly, non-exempt who worked for Defendants during the Class Period.

1 of December 06, 2018 to December 31, 2023 ("Settlement Class Period"). All
2 capitalized terms used herein shall have the same meaning as defined in the Settlement.

3 In accordance with the Court's prior Order Granting Preliminary Approval of Class
4 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
5 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
6 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
7 and the evidence and argument received by the Court in conjunction with the motions for
8 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
9 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
10 DETERMINATIONS¹:

11
12 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
13 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
14 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
15 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
16 Settlement, their right to receive their proportional share of the Settlement, their right to request
17 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
18 person or by counsel at the final approval hearing and be heard regarding final approval of the
19 Settlement. Adequate periods of time were provided by each of these procedures. No member of
20 the Settlement Class presented written objections to the proposed Settlement as part of this notice
21 process, stated an intention to appear, or actually appeared at the final approval hearing.
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25 _____
26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated [REDACTED] is attached hereto as **Exhibit B** and
incorporated by reference.

1 2. For purposes of this Final Order and Judgment, the Class Members are during the
2 Class Period. at any time during the period of December 06, 2018 to December 31, 2023
3 (“Settlement Class Period”).

4 3. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding final approval of the Settlement based on the responses of Class Members. The Court
7 finds and determines that the notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process as to all persons entitled to such notice.
9

10 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
11 resolution set forth in this Settlement will release and discharge the Released Claims by way of
12 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
13 of any kind by each and all of the Settlement Class Members (including participation to any extent
14 in any representative or collective action) against the Released Parties. This release will not take
15 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
16 Agreement.
17

18 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
19 sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to
20 the LWDA; Plaintiff do not release the claim for wages or damages of any Aggrieved Employee
21 unless such Aggrieved Employee is a Participating Class Member.
22

23 **“Released Claims”** shall mean all claims stated in the Operative Complaint and based
24 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean
25 Defendants, their employees and agents.

26 2. The Court further finds and determines that the terms of the Settlement are fair,
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1 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
2 provisions of the Settlement, including the release of claims contained therein, should be and
3 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
4 according to its terms. As of the Effective Date of Settlement, and for the duration of the
5 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
6 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
7 against the Released Parties as fully set forth in the Settlement. No objections were received by
8 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
9 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
10 the Administrator and therefore is/are not in the Settlement Class.

12 3. The Court finds and determines that (a) the Settlement Shares to be paid to
13 Participating Class Members and (b) the LWDA payment as civil penalties under the California
14 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
15 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
16 final approval to, and orders the payment of, those amounts be made to the Participating Class
17 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
18 accordance with the terms of the Settlement.

20 4. The Court further grants final approval to and orders that the following payments
21 be made in accordance with the terms of the Settlement:

23 a. Class Counsel fees & costs of \$125,000.00 in attorneys’ fees and
24 \$12,500.00 in litigation costs to Class Counsel;

25 b. \$15,000.00 as a Class Representative Service Payment award payable to
26 Plaintiff for his services as Class Representative;

1 c. \$6,500.00 as costs of the Administrator payable to Phoenix Class Action
2 Administration Solutions, Inc., for its services as the Administrator; and

3 d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the
4 LWDA.

5 7. The settlement shall proceed as directed in the Settlement, and no payments
6 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
7 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
8 of all matters relating to the interpretation, administration, implementation, effectuation and
9 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
10 Court 3.769(h).

11 8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall
12 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
13 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
14 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
15 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
16 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
17 total amount of all Individual PAGA Payments to Aggrieved Employees, including the employer
18 side payroll taxes on the wage portion of the settlement.

19 9. Other than their employer side payroll taxes, Defendants' payment of such sums
20 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
21 satisfaction of all claims released herein, including, without limitation, all claims for wages,
22 penalties, interest, attorneys' fees, costs and expenses.

23 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
24 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
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1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
2 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
3 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
4 California Unclaimed Property Fund.

5 11. The Parties shall file a final accounting report by _____. A non-appearance case
6 review re submission of a final report is scheduled for ____ at _____.m. in Department Dept. 14.
7 The Parties shall also prepare and file a stipulation and proposed order and proposed Amended
8 Final Order and Judgment by _____ which includes the amount of distribution of unpaid cash
9 Residue, and unclaimed or abandoned funds to the non-party, the accrued interest on that sum.
10 The stipulation shall be signed by counsel for the class and defense counsel in accord with the
11 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
12 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
13 non-appearance hearing for the lodging of the stipulation and proposed order and separate
14 amended judgment is scheduled for ____ at _____.m. in Department Dept. 14.
15

16 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
17 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
18 deposit funds for distribution by the Administrator to Participating Class Members in accordance
19 with the Settlement.
20

21 13. The Court hereby enters final judgment in this case in accordance with the terms
22 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
23 Order and Judgment.
24

25 14. The Parties are hereby ordered to comply with the terms of the Settlement.

26 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
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1 provided by the Settlement and this Final Order and Judgment.

2 16. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Released Claims.
17

18
19 17. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h).
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
23

24 _____
25 **DATE**

26 **THE HONORABLE KENNETH R.**
27 **FREEMAN**
28 **SUPERIOR COURT JUDGE**

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 LAUREN R. DAVIS (SBN 245366)

lauren@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Telephone: (213) 725-9094

6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),

8 JUSTIN LOPEZ, and all others similarly situated

9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 JUSTIN LOPEZ, on behalf of himself and all
14 others similarly situated, and as “aggrieved
15 employees” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 EDWARD WALTER SUNSERI, a natural
20 person doing business as Sunseri’s Bar and
21 Beverage Catering; MICHAEL SERENO, a
natural person; and DOES 1–50, inclusive,

22 *Defendant(s).*
23

Case No. 22STCV37939

ADDENDUM TO THE CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE

Action filed: December 05, 2022

Dept: Dept. 14, The Honorable
Kenneth R. Freeman



24 SPIVAK LAW
25 EMPLOYEE RIGHTS

26 Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
27 (213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

28 Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
JUSTIN LOPEZ, and all others similarly situated

ATTORNEYS FOR DEFENDANT(S)

RONALD W. NOVOTNY (SBN 100041)
rnovotny@aalrr.com
JOSHUA N. LANGE (SBN 269016)
Joshua.Lange@aalrr.com
ATKINSON, ANDELSON, LOYA, RUDD & ROMO
12800 Center Court Drive South
Suite 300
Cerritos CA 90703-9364
Telephone: (562) 653-3200
Facsimile: (562) 653-3655

Attorneys for Defendant(s),
EDWARD WALTER SUNSERI and MICHAEL SERENO



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
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1 1. Attorney Fees and Costs. Up to \$125,000.00 (33.33% of the Gross
2 Settlement to Class Counsel for attorneys' fees and up to \$16,000.00 for their litigation expenses.
3 To date, Class Counsel have worked and incurred expenses on the Action without payment.

4 The new Paragraph 4.a of Exhibit F of the Agreement now reads as follows:

5 4. The Court further grants final approval to and orders that the following
6 payments be made in accordance with the terms of the Settlement:

7 a. Class Counsel fees & costs of \$125,000.00 in attorneys' fees and
8 \$16,000.00 in litigation costs to Class Counsel.

9 The Class Action and PAGA Settlement Agreement remains unchanged in all other
10 respects.

11
12 IN WITNESS WHEREOF: the undersigned have duly executed this Addendum as of
13 the date set forth below:

14
15
16
17 Dated: 04 / 25 / 2024

By:



JUSTIN LOPEZ

18
19
20 Dated:

By:

EDWARD WALTER SUNSERI

21
22 Dated:

By:

MICHAEL SERENO

23
24
25
26 THE SPIVAK LAW FIRM

27
28 Dated:

By:



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13 the date set forth below:

14
15
16
17 Dated:

By: _____

JUSTIN LOPEZ

18
19
20 Dated: 4.25.24

By: _____

EDWARD WALTER SUNSERI

21
22 Dated: 4-24-2024

By: _____

MICHAEL SERENO



23
24 SPIVAK LAW
25 EMPLOYEE RIGHTS

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27 8605 Santa Monica Bl
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SpivakLaw.com

28 Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

THE SPIVAK LAW FIRM

Dated: _____

By: _____

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By: _____

EDWARD WALTER SUNSERI

21
22 Dated:

By: _____

MICHAEL SERENO



23
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THE SPIVAK LAW FIRM

Dated:

04 / 25 / 2024

By: _____

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DAVID GLENN SPIVAK, Attorneys
for Plaintiff(s), JUSTIN LOPEZ, and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: April 25, 2024

By: 
WALTER L. HAINES, Attorneys for
Plaintiff(s), JUSTIN LOPEZ, and all
others similarly situated

ATKINSON, ANDELSON, LOYA, RUDD &
ROMO

Dated:

By: _____
RONALD W. NOVOTNY, Attorneys
for Defendant(s), EDWARD WALTER
SUNSERI and MICHAEL SERENO



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EMPLOYEE RIGHTS

Mail:
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DAVID GLENN SPIVAK, Attorneys
for Plaintiff(s), JUSTIN LOPEZ, and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated:

By:

WALTER L. HAINES, Attorneys for
Plaintiff(s), JUSTIN LOPEZ, and all
others similarly situated

ATKINSON, ANDELSON, LOYA, RUDD &
ROMO

Dated: April 25, 2024

By:

RONALD W. NOVOTNY, Attorneys
for Defendant(s), EDWARD WALTER
SUNSERI and MICHAEL SERENO



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EXHIBIT A

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

(case name: Justin Lopez v. Edward Walter Sunseri and number 22STCV37939)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Edward Walter Sunseri and Michael Sereno (“Defendants” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employee, Justin Lopez (“Plaintiff”), and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (December 06, 2018 to December 31, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt employees who worked for Defendants during the PAGA Period (November 23, 2021 to December 31, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Pay Periods** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. The Court has
3 determined only that there is sufficient evidence to suggest that the proposed settlement
4 might be fair, adequate, and reasonable, and that any final determination of those issues
5 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
6 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
7 At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement
8 and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class
9 Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to
10 make payments under the Settlement and requires Class Members and Aggrieved Employees to
11 give up their rights to assert certain claims against Defendants.

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

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

18 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
19 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
20 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
21 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
22 for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
23 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
24 the proposed Settlement.

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

27 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
	You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement		All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by <<RESPONSE DEADLINE>>		
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing		The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods		The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods 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 Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Pay Periods Dispute form for this purpose.
Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>		

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to pay required overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

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

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

A. Gross Settlement Amount. Defendants Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$125,000.00 (33.33% of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Payment. Up to \$15,000.00 as a Class

1 Representative Service Payment for filing the Action, working with Class Counsel and
2 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

3 3. Administration Expenses. Up to \$13,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$4,000.00 for PAGA Penalties, allocated 75% to
6 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Period Pay Periods.

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

9 Based on their records, Defendants estimated that, as of the date of the Settlement, there
10 are 209 Class Members who collectively worked a total of 6,290 Pay Periods, and 150 Aggrieved
Employees who worked a total of 2,900 PAGA Pay Periods.

11 C. Net Settlement Distributed to Class Members. After making the above deductions
12 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
13 Members based on their Class Period Pay Periods.

14 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
15 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
16 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
17 counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
18 1099 Forms.

19 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
20 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
21 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.
22

23 E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check
24 expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
25 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
2 should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

3 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
4 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
5 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
6 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
8 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
9 pursue claims against Defendants for violations of California's labor laws.

10 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
11 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff release Defendants from civil penalties they may owe
12 to the Aggrieved Employees.

13 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
15 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

16 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
17 Administration Solutions, Inc. (the "Administrator") to send this Notice, calculate and make
payments, and process Class Members' Requests for Exclusion. The Administrator will also
18 decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax
forms, and perform other tasks necessary to administer the Settlement. The Administrator's
19 contact information is contained in Section 9 of this Notice.

20 I. Participating Class Members' Release. After the Judgment is final and Defendants
21 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
22 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
23 their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
24 Settlement.

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

2 All Participating Class Members, on behalf of himself and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, release Released Parties from all claims stated in the Operative
5 Complaint and those based solely upon the facts alleged in the Operative
6 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
7 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

8 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
9 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff release all
10 claims for civil penalties that could have been sought by the Labor Commissioner for the
11 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

16 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
17 Payments by (a) dividing \$1,000.00 by the total number of PAGA Pay Periods worked by all
18 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

19 C. Pay Period Challenges. The number of Class Pay Periods you worked during the
20 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
21 recorded in Defendants' records, are stated in the first page of this Notice. You have until
22 <<RESPONSE DEADLINE>> to challenge the number of Pay Periods and/or Pay Periods
23 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

24 You need to support your challenge by submitting copies of pay stubs or other records.
25 The Administrator will accept Defendants' calculation of Pay Periods based on Defendants'
26 records as accurate unless you send copies of records containing contrary information. You
27 should send copies rather than originals because the documents will not be returned to you. The
Administrator will resolve Pay Period challenges based on your submission and on input from

1 Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants'
2 Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final
3 decision.

4 **5. HOW WILL I GET PAID?**

5 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
6 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
7 including those who also qualify as Aggrieved Employees. The single check will combine the
8 Individual Class Payment and the Individual PAGA Payment.

9 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
10 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
11 Settlement (i.e., every Non-Participating Class Member).

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

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

16 Email, fax, or mail a written and signed letter with your name, present address, telephone
17 number, and a simple statement that you do not want to participate in the Settlement. You may
18 use the enclosed Election Not To Participate In Settlement form for this purpose. The
19 Administrator will exclude you based on any writing communicating your request be excluded.
20 Be sure to personally sign your request, identify the Action as *Justin Lopez vs. Edward Walter
21 Sunseri*, Case No. 22STCV37939, and include your identifying information (full name, address,
22 telephone number, approximate dates of employment, and social security number for verification
23 purposes). You must make the request yourself. If someone else makes the request for you, it
24 will not be valid. You should send your Request for Exclusion to the Administrator by email, fax,
25 or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by
26 <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the
27 Administrator's contact information. If you are an Aggrieved Employee, you will still receive an
28 Individual PAGA Payment.

29 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

30 Only Participating Class Members have the right to object to the Settlement. Before deciding
31 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
32 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
33 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
34 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
35 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
36 (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon
37 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will

1 send you copies of these documents at no cost to you. You can also view them and the Settlement
2 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
3 website <<COURT WEBSITE>>.

4 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
5 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
6 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
7 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
8 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
9 object to, why you object, and any facts that support your objection. Make sure you identify the
Action, *Justin Lopez vs. Edward Walter Sunseri*, case no. 22STCV37939, and include your name,
current address, telephone number, and approximate dates of employment for Defendants and
sign the objection. Section 9 of this Notice has the Administrator's contact information. You may
use the enclosed Objection form for this purpose. You should send your objection to the
Administrator by email, fax, or send by regular U.S. mail.

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

13 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

14 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
15 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department Dept. 14 of the
16 Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
17 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
18 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
19 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
20 information.

21 It's possible the Court will reschedule the Final Approval Hearing. You should check the
22 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

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

24 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
25 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
26 Settlement documents is to go to the Administrator's website at _____.
27 You can also telephone or send an email to Class Counsel or the Administrator using the contact
information listed below, or consult the Superior Court website by going to _____ .com

1 and entering the Case Number for the Action, Case No. 22STCV37939. You can also make an
2 appointment to personally review court documents in the Clerk's Office at the Spring Street
Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

5 Class Counsel:

6 Name of Attorney: David Glenn Spivak
7 Email Address: david@spivaklaw.com
8 Name of Firm: The Spivak Law Firm
9 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
10 Telephone: (213) 725-9094

11 Administrator:

12 Name of Company: Phoenix Class Action Settlement Solutions, Inc.
13 Email Address: _____
14 Mailing Address: _____
Telephone: _____
Fax Number: _____

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

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 your check is already void

19 ☐ you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for
instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800)
20 992-4647.

21 ☐ you will have no way to recover the money.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

JUSTIN LOPEZ, on behalf of himself and all others similarly situated, and as “aggrieved employees” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

EDWARD WALTER SUNSERI, a natural person doing business as Sunseri’s Bar and Beverage Catering; MICHAEL SERENO, a natural person; and DOES 1–50, inclusive,

Defendant(s).

Case No. 22STCV37939

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: December 05, 2022
Dept: Dept. 14, The Honorable
Kenneth R. Freeman

1.1. This matter came on for hearing on ____ at ____ .m. in Department Dept. 14 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a Gross Settlement Amount ("GSA") of up to \$375,000.00 in compromise of all disputed claims on behalf of all persons employed by Defendants in California and classified as an hourly, non-exempt who worked for Defendants during the Class Period of December 06, 2018 to December 31, 2023 ("Settlement Class Period"). All capitalized terms used herein shall have the same meaning as defined in the Settlement.

In accordance with the Court's prior Order Granting Preliminary Approval of Class Action Settlement, Class Members have been given notice of the terms of the Settlement and the opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its terms. Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the motions for preliminary and final approval of the Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING DETERMINATIONS¹:

2. The Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary Approval of Class Action Settlement of ____, the Notice Packet was sent to each Class Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the Settlement, their right to receive their proportional share of the Settlement, their right to request exclusion, their right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the final approval hearing and be heard regarding final approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of

¹ A true and correct copy of the Court's ruling on the Motion for Preliminary Approval of Class Action Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference. A true and correct copy of the Court's Minute Order dated [REDACTED] is attached hereto as **Exhibit B** and incorporated by reference.

1 the Settlement Class presented written objections to the proposed Settlement as part of this notice
2 process, stated an intention to appear, or actually appeared at the final approval hearing.

3 3. For purposes of this Final Order and Judgment, the Class Members are during the
4 Class Period. at any time during the period of December 06, 2018 to December 31, 2023
5 (“Settlement Class Period”).

6 4. The Court finds and determines that the notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding final approval of the Settlement based on the responses of Class Members. The Court
9 finds and determines that the notice provided in this case was the best notice practicable, which
10 satisfied the requirements of law and due process as to all persons entitled to such notice.

11 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
12 resolution set forth in this Settlement will release and discharge the Released Claims by way of
13 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
14 of any kind by each and all of the Settlement Class Members (including participation to any extent
15 in any representative or collective action) against the Released Parties. This release will not take
16 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
17 Agreement.

18 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
19 sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to
20 the LWDA; Plaintiff do not release the claim for wages or damages of any Aggrieved Employee
21 unless such Aggrieved Employee is a Participating Class Member.

22 **“Released Claims”** shall mean all claims stated in the Operative Complaint and based
23 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean
24 Defendants, their employees and agents.

25 2. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
27 provisions of the Settlement, including the release of claims contained therein, should be and
28 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement

1 according to its terms. As of the Effective Date of Settlement, and for the duration of the
2 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
3 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
4 against the Released Parties as fully set forth in the Settlement. No objections were received by
5 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
6 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
7 the Administrator and therefore is/are not in the Settlement Class.

8 3. The Court finds and determines that (a) the Settlement Shares to be paid to
9 Participating Class Members and (b) the LWDA payment as civil penalties under the California
10 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
11 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
12 final approval to, and orders the payment of, those amounts be made to the Participating Class
13 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
14 accordance with the terms of the Settlement.

15 4. The Court further grants final approval to and orders that the following payments
16 be made in accordance with the terms of the Settlement:

17 a. Class Counsel fees & costs of \$125,000.00 in attorneys’ fees and
18 \$16,000.00 in litigation costs to Class Counsel;

19 b. \$15,000.00 as a Class Representative Service Payment award payable to
20 Plaintiff for his services as Class Representative;

21 c. \$6,500.00 as costs of the Administrator payable to Phoenix Class Action
22 Administration Solutions, Inc., for its services as the Administrator; and

23 d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the
24 LWDA.

25 7. The settlement shall proceed as directed in the Settlement, and no payments
26 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
27 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
28 of all matters relating to the interpretation, administration, implementation, effectuation and

1 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
2 Court 3.769(h).

3 8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall
4 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
5 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
6 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
7 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
8 total amount of all Individual PAGA Payments to Aggrieved Employees, including the employer
9 side payroll taxes on the wage portion of the settlement.

10 9. Other than their employer side payroll taxes, Defendants' payment of such sums
11 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
12 satisfaction of all claims released herein, including, without limitation, all claims for wages,
13 penalties, interest, attorneys' fees, costs and expenses.

14 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
15 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
16 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
17 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
18 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
19 California Unclaimed Property Fund.

20 11. The Parties shall file a final accounting report by _____. A non-appearance case
21 review re submission of a final report is scheduled for ____ at _____.m. in Department Dept. 14.
22 The Parties shall also prepare and file a stipulation and proposed order and proposed Amended
23 Final Order and Judgment by _____ which includes the amount of distribution of unpaid cash
24 Residue, and unclaimed or abandoned funds to the non-party, the accrued interest on that sum.
25 The stipulation shall be signed by counsel for the class and defense counsel in accord with the
26 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
27 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
28 non-appearance hearing for the lodging of the stipulation and proposed order and separate

1 amended judgment is scheduled for ____ at ____ .m. in Department Dept. 14.

2 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
3 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
4 deposit funds for distribution by the Administrator to Participating Class Members in accordance
5 with the Settlement.

6 13. The Court hereby enters final judgment in this case in accordance with the terms
7 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
8 Order and Judgment.

9 14. The Parties are hereby ordered to comply with the terms of the Settlement.

10 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
11 provided by the Settlement and this Final Order and Judgment.

12 16. The Settlement is not an admission by Defendants nor is this Final Order and
13 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
14 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
15 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
16 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
17 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
18 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
19 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
20 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
21 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
22 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
23 and any other papers and records on file in the Action may be filed in this Court or in any other
24 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
25 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
26 the Released Claims.

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1 17. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4
5
6 **DATE**

7 **THE HONORABLE KENNETH R.**
8 **FREEMAN**
9 **SUPERIOR COURT JUDGE**