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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

MICHELLE MOJICA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

MINI PHARMACY ENTERPRISES, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV36088

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

DECLARATION OF JOANNA GHOSH IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	June 2, 2023
Time:	10:30 a.m.
Department:	1
Complaint Filed:	September 22, 2020
Trial Date:	None Set

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DECLARATION OF JOANNA GHOSH

I, Joanna Ghosh, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Michelle Mojica ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of

Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, he was employed by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, he gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.

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He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including, but not limited to, those listed in paragraph 6 herein.

5. I am a Senior Member of Lawyers *for* Justice, PC. I received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. I am admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. I have successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. I also have extensive experience with class action and/or representative action settlements. Under my, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval

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process for hundreds of class action and/or representative action matters that have successfully resolved. I am a member of the California Employment Lawyers Association.

EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND REPRESENTATIVE ACTION CASES

6. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of

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misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court

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granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the

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employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30,

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2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court gratned final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office

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space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

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gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the

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court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement) entered into by and between Plaintiff, on the one hand, and Mini Pharmacy Enterprises, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties used the Los Angeles Superior Court's [Model] Class Action Settlement Agreement and Class Notice ("Model Agreement") as a template for the negotiation of the Settlement Agreement. A redline version of the Model Agreement as compared to the finalized Settlement Agreement is attached hereto as "**EXHIBIT 2**". The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

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9. On May 8, 2023, the Parties submitted a Joint Stipulation Granting Plaintiff Leave to File First Amended Complaint, along with the [Proposed] First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code section 2698, *Et Seq*., for the Court's review and approval. Parties have agreed to the filing of the proposed amended complaint to implement the Settlement.

10. Based on information provided by Defendant, as of September 21, 2022, the Class is estimated to consists of approximately three hundred eighty-six (386) individuals, and it is estimated that approximately one hundred thirty-four (134) individuals are Aggrieved Employees.

11. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

12. Class Counsel has litigated the matter for over two (2) years and was actively preparing the matter for class certification and trial, prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to class certification, off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's

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length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting significant investigations, formal and informal discovery, exchange of information, settlement negotiations, and with the aid of the mediator's evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members and of the Released PAGA Claims of the Aggrieved Employees, with respect to the Released Parties.

13. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Class Counsel propounded multiple sets of formal written discovery requests on Defendant (specifically, Request for Production of Documents (Sets One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), noticed the depositions of Defendant's Person Most Knowledgeable designees (along with accompanying requests for production of documents), and reviewed Defendant's objections to the deposition notices and accompanying requests for production of documents. The volume of information, data, and documents that Class Counsel reviewed and analyzed included, but was not limited to: employment records of Plaintiff and other Class Members, a detailed sampling of Class Members' time and pay data, earning statements, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, operations and employment policies, practices, and procedures documents (including, but not limited to, Use of Personal Vehicles, Business Expense Reimbursement, Dress Code, 10-Minute Rest Break Obligations, Overtime Policy, Rest and Meal Break Policy, Meal Break Policy, Meal Break/Period Waiver, Second Meal Period Waiver, and Punctuality and Attendance Policy), and Defendant's confidential financial statements, among other information and documents. Class Counsel

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interviewed Plaintiff and conducted investigation to gather facts and circumstances surrounding Plaintiff and putative class members' employment. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data in the course of litigation and in connection with mediation and settlement negotiations. Class Counsel also drafted pleadings and mediation brief, and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

14. Counsel for the Parties have also invested time researching and investigating the applicable law, which is often evolving as it relates to class certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

15. The Settlement provides for a Gross Settlement Amount of One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,125,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to approval by the Court: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses, and PAGA Penalties. Assuming the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently estimated to be Five Hundred Forty-Nine Thousand Two Hundred and Fifty Dollars and Zero Cents ($549,250.00). Additionally, 75% of the PAGA Penalties (i.e., the LWDA Payment), which is $93,750.00, will be distributed to the Labor Workforce Development Agency ("LWDA") and 25% of the PAGA Penalties, which is $31,250.00 will be distributed to Aggrieved Employees. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the terms of the Settlement.

16. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Administrator") to handle the notice and settlement administration process. The Parties respectfully request that

the Court appoint Simpluris to handle these procedures and serve as the Administrator. Defendants will provide the Administrator with the following information for each Class Member: full name, last known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods ("Class Data"). The Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated share of the 25% of the PAGA Penalties ("Individual PAGA Payment"). The Administrator will also receive opt-outs, objections, and any disputes regarding Workweeks and/or PAGA Pay Periods; translate the Class Notice from English to Spanish; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; and perform any other usual and customary duties for administering a class action settlement. Administration Expenses are currently estimated not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court. Class Counsel represents that they and Plaintiff have no interest or relationship, financial or otherwise, with the Administrator and that Class Counsel has worked with Simpluris on prior occasions in connection with their administration of settlements in other unrelated cases.

17. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private

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Attorneys General Act of 2004 (California Labor Code section 2698, *et seq*.). Plaintiff also asserted that Class Members and Aggrieved Employees were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that Class Members and Aggrieved Employees were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-exempt employees in California during the relevant time period.

18. Class Counsel is aware of the defenses and position of Defendant but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to and obtaining monetary recovery (especially in light of Defendant's financial circumstances). Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

19. Defendant, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that they would ultimately succeed in the matter. Both sides have also had the opportunity to conduct investigations and gather documents and information relating to Plaintiff's and putative class members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and

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analyzed a large volume of information, documents, and data, including but not limited to a detailed sampling of Class Members' time and pay data, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $393,750.00) and expenses and costs in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), which will be paid out of the Gross Settlement Amount subject to approval by the Court. It should be noted that Class Counsel has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained.

21. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff as a Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her, and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive a Class Representative Service Payment for services performed in the matter on behalf of the Class, Aggrieved Employees, and the State of California, in addition to an individual settlement payment.

ESTIMATE OF THE VALUE OF THE CLAIMS

22. Plaintiff's action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic

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scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

23. Based on data provided by Defendant, the total number of putative class members during the period from April 6, 2016 to September 21, 2022 ("relevant time period") was estimated to be approximately three hundred eighty-six (386) individuals who worked a total of 35,114 workweeks with an average hourly rate of pay of $18.57.

24. Plaintiff contended that Defendant required putative class members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours, required putative class members to perform work off-the-clock, and rounding time. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that putative class members were required to remain on premises during rest breaks, readily available to assist with work tasks, such as answering phone calls or assisting patients, and that Defendant failed to properly pay premiums for all non-compliant rest periods and all non-compliant meal periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records

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kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class members for necessary business expenses.

25. Class Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid meal/rest premiums starting October 2021, that Defendant paid putative class members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiff and putative class members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

26. Class Counsel considered information obtained through investigations and from Plaintiff, as well as class data and information obtained from Defendant and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the case having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery, despite risks associated with obtaining and maintaining class certification, demonstrating manageability, and establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability

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and damages. Plaintiff also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment or representative adjudication. While Class Counsel disagreed with defense arguments and factual contentions, Plaintiff's recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of the claims as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $978,276.04 (35,114 workweeks x 1 hours of unpaid overtime wages x overtime hourly rate of $27.86, which is based on the average hourly rate of $18.57). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $489,138.02), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $195,655.21), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $58,696.56).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $1,304,133.96 (35,114 workweeks x 2 hours of unpaid minimum wages x average hourly rate of $18.57). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $652,066.98, a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $260,826.79), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $78,248.04).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $1,304,133.96 (35,114 workweeks x 2 meal period premium x average hourly rate of $18.57). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $652,066.98), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $260,826.79), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $78,248.04).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $1,956,200.94 (35,114 workweeks x 3 rest period premiums x average hourly rate of $18.57). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $978,100.47), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $489,050.24), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $195,620.10).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages During Employment and After Termination: Plaintiff contended that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them during employment, under California Labor Code sections 204 and 210, however, this allegation is considered and valued as a part of the PAGA claim discussed below. Based on information and data provided by Defendant, it was estimated that approximately two hundred twenty-nine (229) putative class members had been terminated during the three-year statute

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of limitations (i.e., from April 6, 2017 to September 21, 2022). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $1,020,607.20 collectively (229 individuals x [30 days x hourly rate of $18.57 x 8 hours]), or approximately $4,456.80 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $408,242.88), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $122,472.86), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $48,989.14).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $773,400.00 ([258 initial violations x $50 statutory penalty] + [7,605 subsequent violations x $100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $309,360.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $123,744.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $37,123.20).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $140,456.00 (35,114 workweeks x $4 unreimbursed business expenses). At this juncture, a discount of 60% was applied to account for

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the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $56,182.40), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $16,854.72), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $5,056.42).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $451,500.00 (258 aggrieved employees estimated to have worked during one-year statutory period x $1,750 civil penalties). At this juncture, a discount of 40% was applied to account for the risks associated with demonstrating manageability (bringing the value of this claim closer to $270,900.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $108,360.00), and a discount of 50% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $54,180.00).

27. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to class certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the significant costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to a potential monetary recovery that may be obtained in the future

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after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

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LWDA SUBMISSION

28. On November 22, 2022, Plaintiff submitted a letter to the Labor and Workforce Development Agency ("LWDA"), by online submission, and to Defendant, of her intent to seek civil penalties under PAGA and of the specific provisions of the California Labor Code and IWC Wage Orders that Defendant allegedly violated. A true and correct copy of Plaintiff's November 22, 2022 letter pursuant to PAGA, is attached hereto as "**EXHIBIT 3**." The Settlement Agreement is being submitted to the LWDA concurrently with this filing.

OVERLAPPING ACTIONS

29. I am not aware of any actions currently pending against Defendant (whether individual, class, or PAGA, including PAGA actions in the pre-filing LWDA stage) asserting overlapping or similar wage and hour claims.

30. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 10 day of May 2023, at Glendale, California.

____
Joanna Ghosh

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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Michelle Mojica ("Plaintiff") and Defendant Mini Pharmacy Enterprises, Inc. ("Mini Pharmacy" or "Defendant"). The Agreement refers to Plaintiff and Mini Pharmacy collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Mini Pharmacy captioned *Mojica v. Mini Pharmacy Enterprises, Inc.*, Case No. 20STCV36088 initiated on September 22, 2020 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

1.5. "Class" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

1.6. "Class Counsel" means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Janardana Burns of Lawyers *for* Justice, PC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Mini Pharmacy's possession including the Class Member's full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

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

1.12. "Class Period" means the period from April 6, 2016 to January 1, 2023.

1.13. "Class Representative" means Michelle Mojica, the named plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

1.15. "Class Settlement" means the settlement and resolution of the Released Class Claims.

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

1.17. "Defense Counsel" means Jeffrey S. Ranen, William C. Sung, and Tiffany L. Luu of Lewis Brisbois Bisgaard & Smith LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more

Participating Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. "Gross Settlement Amount" means One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,125,000.00) which is the total amount Mini Pharmacy agrees to pay under the Settlement, although Mini Pharmacy shall pay its employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses.

1.22. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

1.24. "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Section 3.2.4 below.

1.25. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Section 3.2.4.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to seventy-five percent (75%) of civil penalties, under California Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).

1.28. "Mini Pharmacy" means named Defendant Mini Pharmacy Enterprises, Inc.

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

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

1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Mini Pharmacy for at least one day during the PAGA Period. PAGA Pay Periods may be based on either or a combination of the following: (1) pay periods during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

1.32. "PAGA Period" means the period from November 2, 2021 to January 1, 2023.

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

1.34. "PAGA Notice" means Plaintiff's November 22, 2022 letter to Mini Pharmacy and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the amount of One Hundred and Twenty Five Thousand Dollars ($125,000.00), which is allocated toward PAGA civil penalties to be paid from the Gross Settlement Amount, of which 25% will be distributed to the Aggrieved Employees ($31,250.00) and 75% will be distributed to LWDA ($93,750.00) in settlement of Released PAGA Claims.

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

1.37. “Plaintiff” means Plaintiff Michelle Mojica, the named plaintiff in the Action.

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

1.39. “Preliminary Approval Order” means the Order Granting Preliminary Approval of the Settlement.

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

1.41. “Released PAGA Claims” means the claims being released as described in Section 5.3 below.

1.42. “Released Parties” means: Mini Pharmacy and their former, present, and future directors, officers, shareholders, owners, parents, members, partners, predecessors, successors, assigns, subsidiaries, all affiliates and affiliated companies, management companies, joint venturers, agents (including any investment bankers, consultant, accountants, insurers, attorneys and any past, present, or future officers, directors, and employees), management-level employees, and stockholders.

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

1.44. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Class Settlement, or (b) email or mail his or her Objection to the Class Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator.

1.45. “Workweek(s)” means any week during which a Class Member actively worked for Mini Pharmacy during the Class Period. Workweeks may be based on either or a combination of the following: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

2. RECITALS.

2.1. On September 22, 2020, Plaintiff commenced this Action by filing a Class Action Complaint for Damages alleging causes of action against Mini Pharmacy for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and applicable Industrial Welfare Commission ("IWC") Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and applicable IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq*. based on the aforementioned. Plaintiff will file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. ("Operative Complaint"), which will add a cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code section 2698 *et seq.* ("PAGA") based on the aforementioned California Labor Code violations. Mini Pharmacy denies the allegations in the Action and Operative Complaint, denies any failure to comply with the laws identified in in the Action and Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to California Labor Code section 2699.3, subd.(a), on November 22, 2022, Plaintiff gave timely notice by online submission to the LWDA and by certified mail to Mini Pharmacy of the specific provisions of the California Labor Code that Defendant allegedly violated.

2.3. On November 2, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq., which led to this Agreement to settle the Action. In connection with mediation and settlement negotiations, Plaintiff obtained, through informal discovery, documents, testimony, and information, including, but not limited to: (1) Plaintiff's time and payroll records; (2) a 20% classwide sampling of time and payroll records; (3) Mini Pharmacy's employee handbooks and policy documents; (4) exemplars of Mini Pharmacy's wage statements provided to Class Members during the Class Period; and (5) various class and PAGA data points regarding the Class Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4. The Court has not granted class certification. The Parties agree to class certification for settlement purposes only.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Mini Pharmacy promises to pay One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,125,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares. Mini Pharmacy has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes and contributions) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Mini Pharmacy.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the order granting final approval of the Settlement:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) (in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representative is entitled to receive). Mini Pharmacy will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval of the Settlement, Plaintiff will seek Court approval for any Class Representative Service Payments. If the Court approves a Class Representative Service Payment less than the amount requested, the remainder will remain in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Three Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($393,750.00) and a Class Counsel Litigation Expenses Payment of not more than Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). Mini Pharmacy will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval of the Settlement, Plaintiff will seek Court approval for any Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the remainder will remain in the Net Settlement Amount to be distributed to Participating Class Members. Released Parties shall have no liability to any other counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Mini Pharmacy harmless, and indemnifies Mini Pharmacy, from any dispute or controversy regarding any division or sharing of any of these Payments. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation

Expenses Payment, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Expenses.

3.2.3. To the Administrator: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) except for a showing of good cause and as approved by the Court. To the extent the actual Administration Expenses are less or the Court approves payment less than Twelve Thousand Dollars and Zero Cents ($12,000.00), the Administrator will retain the remainder in the Net Settlement Amount. Any unused funds of this cost allocation will remain in the Net Settlement Amount to be distributed to Participating Class Members. All Administration Expenses, including the cost of paying uncashed or returned checks to the State Controller's Unclaimed Property Fund, shall be paid from the Gross Settlement Amount. Mini Pharmacy shall not be required to pay additional funds toward Administration Expenses.

3.2.4. Individual Settlement Share Calculations: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

3.2.4.1. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

3.2.4.2. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

3.2.4.3. Tax Allocation of Individual Settlement Payments. Ten percent (10%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ninety percent (90%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Share.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00) to be paid from the Gross Settlement Amount, with 75% ($93,750.00) allocated to the LWDA Payment and 25% ($31,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, i.e. $31,250.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate 75% of the approved

PAGA Penalties to the LWDA and 25% of the approved PAGA Penalties to the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, Mini Pharmacy estimated that there are 386 Class Members during the period April 6, 2016 to September 21, 2022, that Class Members collectively worked a total of 37,000 Workweeks during the period from April 6, 2016 to November 2, 2022, that there are 134 Aggrieved Employees during the period from November 2, 2021 to September 21, 2022, and that Aggrieved Employees worked a total of 2,672 PAGA Pay Periods during the period from November 2, 2021 to September 21, 2022.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Mini Pharmacy will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Mini Pharmacy has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member information and to provide corrected or updated Class Data as soon as reasonably feasible.

4.3. Funding of Gross Settlement Amount. Funding of the Gross Settlement Amount will be made by way of two (2) installments. Mini Pharmacy shall fund fifty percent (50%) of the Gross Settlement Amount (i.e., $562,500.00) plus half of the employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares ("First Installment") by transmitting the funds to the Administrator no later than nine (9) months from November 2, 2022 or fourteen (14) calendar days after the Effective Date, whichever date is later. Mini Pharmacy will fund the remaining fifty percent (50%) of the Gross Settlement Amount (i.e., $562,500.00) plus half of the employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares ("Second Installment"), by transmitting the funds to the Administrator no later than fifteen (15) months from November 2, 2022 or fourteen (14) calendar days after the Effective Date, whichever date is later.

4.4. Payments from the Gross Settlement Amount.

4.4.1 Within fourteen (14) calendar days after Mini Pharmacy funds the First Installment, the Administrator will transmit payment for (i) fifty percent (50%) of each and all Individual Settlement Payments, (ii) all Individual PAGA Payments, (iii) the LWDA PAGA Payment, and (iv) the Class Representative Service Payment.

4.4.2 Within fourteen (14) calendar days after Mini Pharmacy funds the Second Installment, the Administrator will transmit payment for: (i) remaining fifty percent (50%) of each and all Individual Settlement Payments, (ii) the Administration Expenses, (iii) the Class Counsel Fees Payment, and (iv) the Class Counsel Litigation Expenses Payment.

4.4.3 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.4.4 The Administrator will issue checks for the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks after the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment, if they are slated to receive both payments. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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4.4.5 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address, within sixty (60) calendar days of mailing. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.6 The Administrator shall transmit the leftover funds represented by canceled Individual Settlement Payment and Individual PAGA Payment checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares), Plaintiff, all Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release, and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts and legal assertions contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts and legal assertions contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under Section 6.2, below. ("Plaintiff's

Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to

California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims"). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees, whether or not they are a Participating Class Member, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including any and all claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders (the "Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Mini Pharmacy's Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Mini Pharmacy will prepare and deliver to Class Counsel signed Declarations from Mini Pharmacy and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Mini Pharmacy shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all drafts of documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as a representative of the Class and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (l)(1)), this Agreement (California Labor Code section 2699, subd. (l)(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 Declaration, Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) 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 Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc., and will ask the Court to appoint Simpluris, Inc., to serve as the Administrator and to perform all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data. At this time, the Settlement Administrator shall also confirm the number of Workweeks during the period April 6, 2016 to November 2, 2022, based on the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the

Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as "**Exhibit A**". The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment to the Class Member and/or Individual PAGA Payment payable to the Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 If the Administrator receives any Class Notice returned by the USPS as undelivered, before the Response Deadline, then, not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections to the Class Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Mini Pharmacy, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, the Parties shall prepare a stipulation reflecting their agreement and submit it the Court for review and approval. If the Court approves said stipulation, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion from the Class Settlement (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

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

7.5.3 Class Members who do not submit a timely and valid Request for Exclusion are deemed to be Participating Class Members under this Agreement, entitled to all benefits and bound by all terms and conditions of the Class Settlement, including the Participating Class Members' release of Released Class Claims under Section 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

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

7.6 Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Class Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In addition to submitting a written objection or as an alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.7.3 Non-Participating Class Members have no right to object to the Class Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, an exemplar Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment on a portion of its website. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

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

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

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

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

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Mini Pharmacy provided figures as to the Class size as set forth in Section 4.1 above. If the Workweeks worked from April 6, 2016 to November 2, 2022 are more than five percent (5%) above the estimate stated herein in Section 4.1 (i.e., 38,851 Workweeks or more), the Parties will modify the end date of the Class Period and PAGA Period to be the last day the workweeks were at or below 38,850.

9. **MINI PHARMACY'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Mini Pharmacy may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Mini Pharmacy withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however,

Mini Pharmacy will remain responsible for paying all Settlement Administration Expenses incurred to that point. Mini Pharmacy must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement, a proposed final approval order and judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection to the Class Settlement raised by a Participating Class Member, including the right to file responsive documents in Court prior to or at the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted under the Settlement), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to negotiate a resolution of the Action and obtain Preliminary Approval, Final Approval, and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

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

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

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

Additionally, Plaintiff and Class Counsel agree they shall make no public statement or release regarding this Agreement, and agree not to post the settlement terms, amount, or that they obtained a settlement from Defendant on their website or social media accounts.

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

Members in accordance with ethical obligations that may be owed to Class Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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To Plaintiff and the Class

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com

To Mini Pharmacy:

Jeffrey S. Ranen
William C. Sung
Tiffany L. Luu
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Tel.: (213) 250-1800
Fax: (213) 250-7900
E-Mail: jeffrey.ranen@lewisbrisbois.com
william.sung@lewisbrisbois.com
tiffany.luu@lewisbrisbois.com

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

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

12.20 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant:

IT IS SO AGREED:

Electronically Signed 2023-03-09 00:52:50 UTC - 76.90.128.9
Nintex AssureSign® 35f2d7c5-e6c8-43cc-94d8-afc0000dce06

03/08/2023

Michelle Mojica Plaintiff	By: Shannon Chou Mini Pharmacy Enterprises, Inc.

APPROVED AS TO FORM:

3/10/23

Edwin Aiwazian, Esq. Arby Aiwazian, Esq. Joanna Ghosh, Esq. Janardana Burns, Esq. Lawyers for Justice, P.C. Counsel for the Putative Class/Aggrieved Parties	Jeffrey S. Ranen, Esq. William C. Sung, Esq. Tiffany L. Luu, Esq. Lewis Brisbois Bisgaard & Smith LLP Counsel for Defendant

to California Code of Civil Procedure section 583.330 the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

12.20 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant:

IT IS SO AGREED:

Michelle Mojica Plaintiff	By: Shannon Chou Mini Pharmacy Enterprises, Inc.

APPROVED AS TO FORM:

Edwin Aiwazian, Esq. Arby Aiwazian, Esq. Joanna Ghosh, Esq. Janardana Burns, Esq. Lawyers for Justice, P.C. Counsel for the Putative Class/Aggrieved Parties	Jeffrey S. Ranen, Esq. William C. Sung, Esq. Tiffany L. Luu, Esq. Lewis Brisbois Bisgaard & Smith LLP Counsel for Defendant

EXHIBIT A

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

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

Mojica v. Mini Pharmacy Enterprises, Inc.

[Los Angeles County Superior Court, Case No. 20STCV36088]

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 Mini Pharmacy Enterprises, Inc. (abbreviate name; "Mini Pharmacy" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Mini Pharmacy employee Michelle Mojica ("Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys' fees and costs for a class of all non-exempt or hourly-paid employees ("Class Members") who worked for Mini Pharmacy during the Class Period (April 6, 2016 to January 1, 2023); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Mini Pharmacy during the PAGA Period (November 2, 2021 to January 1, 2023) ("Aggrieved Employees").

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

Based on Mini Pharmacy's records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be $____(less withholding) and your Individual PAGA Payment is estimated to be $____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Mini Pharmacy's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Mini Pharmacy's records showing that **you worked _____ Workweeks** during the Class Period and **you worked ___ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do 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 Mini Pharmacy to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Mini Pharmacy.

If you worked for Mini Pharmacy 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 Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

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

Mini Pharmacy 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and/or Released PAGA Clams against Mini Pharmacy that are covered by this Settlement.

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. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement 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 Settlement. Mini Pharmacy must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by**	All Class Members who do not opt-out ("Participating Class Members") can object to the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place **on** [_____] **at** [_____]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by: [Response Deadline]**	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many Workweeks and/or PAGA Pay Periods you were determined to have worked as follows: Workweeks may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. PAGA Pay Periods may be based on either: (1) pay periods during

	which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. The number of Workweeks and number of PAGA Pay Periods you worked according to Mini Pharmacy's 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.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Mini Pharmacy employee. On September 22, 2020, Plaintiff commenced the class action lawsuit entitled *Mojica v. Mini Pharmacy Enterprises, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 20STCV36088 (the "Action"). On [date], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("Operative Complaint"). The Action accuses Mini Pharmacy of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Janardana Burns, Esq.
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

("Class Counsel.")

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

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

So far, the Court has made no determination whether Mini Pharmacy or Plaintiff is correct on the merits. In the meantime, Plaintiff and Mini Pharmacy hired an experienced, neutral mediator 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 Mini Pharmacy 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, Mini Pharmacy does not admit any violations or concede the merit of any claims.

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

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

1. Mini Pharmacy Will Pay $1,125,000.00 as the Gross Settlement Amount (Gross Settlement). Mini Pharmacy has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement 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, Mini Pharmacy will fund the Gross Settlement not more than fourteen (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.

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

   A. Up to $393,750.00 (35% of the Gross Settlement to Class Counsel for attorneys' fees and up to $35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.

   C. Up to $12,000.00 to the Administrator for services administering the Settlement.

   D. Up to $125,000.00 for PAGA Penalties, allocated as 75% to the LWDA

PAGA Payment and 25% to be paid to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and Mini Pharmacy are asking the Court to approve an allocation of 10% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 90% to interest, penalties, and non-wage damages ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Mini Pharmacy will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.
   If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request

for Exclusion from the Class Settlement by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, email address or telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Mini Pharmacy.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Mini Pharmacy based on the PAGA Period facts alleged in the Action.

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

8. <u>Administrator.</u> The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. <u>Participating Class Members' Release of Released Class Claims.</u> Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Mini Pharmacy or Released Parties for Released Class Claims.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, that arose during the Class

Period, based on facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action including, any alleged (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims"). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' Release of Released PAGA Claims. After the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), all Aggrieved Employees will be barred from asserting PAGA claims against Mini Pharmacy, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Mini Pharmacy or Released Parties based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on facts and legal assertions stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including any and all claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders (the "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $31,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Mini Pharmacy's records, are stated in the first page of this Notice. You have until [Response Deadline] to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

///

4. HOW WILL I GET PAID?

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 Settlement Payment and the Individual PAGA Payment.

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as an Aggrieved Employee.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Mojica v. Mini Pharmacy Enterprises, Inc.*, Case No. 20STCV36088, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Mini Pharmacy are asking the Court to approve. At least sixteen (16) days before the [Date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website __________(url)__________ or the Court's website for a fee at https://www.lacourt.org/casesummary/ui/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [Response Deadline]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Mojica v. Mini Pharmacy Enterprises, Inc.,* Case No. 20STCV36088 and include your full name, current address, telephone number, and approximate dates of employment for Mini Pharmacy and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date] at [Time] in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors to the Class Settlement, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Mini Pharmacy and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris, Inc.'s website at_______________(url)____________. 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 (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 20STCV36088. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:
Name of Company: Simpluris, Inc.
Email Address:
Mailing Address: 3194-C Airport Loop Drive, Costa Mesa, CA 92626
Telephone: 800-779-2104
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE [i]

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between ~~Plaintiff Michelle Mojica~~plaintiff ______________________________ ("Plaintiff") and ~~Defendant Mini Pharmacy Enterprises, Inc. ("Mini Pharmacy" or "Defendant").~~ defendant XYZ ______________________________ ("XYZ"). The Agreement refers to Plaintiff and ~~Mini Pharmacy~~XYZ collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against ~~Mini Pharmacy~~XYZ captioned ~~*Mojica v. Mini Pharmacy Enterprises, Inc.*, Case No. 20STCV36088~~ ____ initiated on ~~September 22, 2020~~_______________ and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means ~~Simpluris, Inc.,~~ ______________________________, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means ~~all current and former hourly-paid or non-exempt employees~~[e.g., a person employed by ~~Defendant within the State of~~XYZ in California ~~at any time~~and classified as a _______________ who worked for XYZ during the PAGA Period~~.~~].

1.5. "Class" means ~~all current and former hourly-paid or non-exempt employees~~[define class e.g., all persons employed by ~~Defendant within the State of~~XYZ in California ~~at any time~~and classified as ____________________ who worked for XYZ during the Class Period~~.~~].

1.6. "Class Counsel" means ~~Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Janardana Burns of Lawyers *for* Justice, PC.~~ ______________________________.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in ~~Mini Pharmacy's~~XYZ's possession including the Class Member's ~~full~~ name, last-known mailing address, Social Security number, , and number of Class Period Workweeks and PAGA Pay Periods.

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

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

1.11. "Class Notice" means the ~~Court Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval~~COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~and~~[with a Spanish translation, if applicable] in the form, without material variation, attached as ~~"~~Exhibit A~~"~~ and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from ~~April 6, 2016~~________________ to ~~January 1, 2023.~~ ________________.[ii]

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

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

~~1.1. "Class Settlement" means the settlement and resolution of the Released Class Claims.~~

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

1.16. “XYZ” means named Defendant ______________________________.

1.17. “Defense Counsel” means ~~Jeffrey S. Ranen, William C. Sung, and Tiffany L. Luu of Lewis Brisbois Bisgaard & Smith LLP.~~ ______________________________.

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

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means ~~One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,125,000.00)~~$_______________ which is the total amount ~~Mini Pharmacy~~XYZ agrees to pay under the Settlement~~, although Mini Pharmacy shall pay its employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares.~~ except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual ~~Settlement~~Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees ~~Payment~~, Class Counsel ~~Litigation~~ Expenses ~~Payment~~, Class Representative Service Payment~~,~~ and the ~~Administration~~Administrator’s Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~PAGA Pay Periods~~Workweeks worked during the PAGA Period.

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

~~1.2. "Individual Settlement Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Section 3.2.4 below.~~

~~"Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Section 3.~~1.26. ~~2.4.~~

"LWDA" means the California Labor and Workforce Development Agency, the agency entitled~~ to seventy-five percent (75%) of civil penalties, under California ~~, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under ~~California ~~Labor Code section 2699, subd. (i).

~~1.3. "Mini Pharmacy" means named Defendant Mini Pharmacy Enterprises, Inc.~~

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

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~Mini Pharmacy~~XYZ for at least one day during the PAGA Period. ~~PAGA Pay Periods may be based on either or a combination of the following: (1) pay~~

~~periods during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.~~

1.31. "PAGA Period" means the period from ~~November 2, 2021~~_______________ to ~~January 1, 2023.~~_______________.[iii]

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

1.33. "PAGA Notice" means Plaintiff's ~~November 22, 2022~~_______________ letter to ~~Mini Pharmacy~~XYZ and the LWDA [and Plaintiff's _______________ letter to XYZ and the LWDA] providing notice pursuant to ~~California~~ Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of ~~One Hundred and Twenty Five Thousand Dollars ($125,000.00), which is allocated toward~~ PAGA civil penalties to be paid from the Gross Settlement Amount, ~~of which~~allocated 25% ~~will be distributed~~ to the Aggrieved Employees ~~($31,250.00)~~(_______________) and the 75% ~~will be distributed~~ to LWDA ~~($93,750.00)~~(_______________) in settlement of ~~Released~~ PAGA ~~Claims.~~

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

1.36. "Plaintiff" means ~~Plaintiff Michelle Mojica,~~______________________________, the named plaintiff in the Action.

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

~~"~~1.38. "Preliminary Approval Order~~"~~" means the proposed Order Granting Preliminary Approval and Approval of ~~the~~PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in ~~Section 5~~Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in ~~Section 5.3~~Paragraph 6.2 below.

1.41. "Released Parties" means: ~~Mini Pharmacy~~XYZ and ~~their~~each of its former~~,~~ and present~~, and future~~ directors, officers, shareholders, owners, ~~parents,~~ [members~~, partners,~~], attorneys, insurers, predecessors, successors, assigns~~,~~ [subsidiaries~~, all~~] [affiliates~~ and affiliated companies, management companies, joint venturers, agents (including any investment bankers, consultant, accountants, insurers, attorneys and any past, present, or future officers, directors, and employees), management-level employees, and stockholders.~~].

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

~~"~~1.43. "Response Deadline~~"~~" means ~~sixty (~~[e.g., 60~~) calendar~~] days after the Administrator mails ~~the Class~~ 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 ~~Class~~ Settlement, or (b) fax, email, or mail his or her Objection to the ~~Class~~ Settlement. ~~The Response Deadline shall be extended by fourteen (14) calendar days for those~~ Class Members to whom ~~Class Notices~~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.

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

1.45. "Workweek~~(s)"~~" means any week during which a Class Member ~~actively~~ worked for ~~Mini Pharmacy~~XYZ for at least one day, during the Class Period. ~~Workweeks may be based on either or a combination of the following: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.~~[iv]

2. RECITALS.

2.1. On ~~September 22, 2020,~~______________, Plaintiff commenced this Action by filing a ~~Class Action~~ Complaint ~~for Damages~~ alleging causes of action against ~~Mini Pharmacy for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and applicable Industrial Welfare Commission ("IWC") Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor~~

~~Code sections 226.7 and 512 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and applicable IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq*. based on~~XYZ for ____. [The Complaint is the ~~aforementioned.~~ operative complaint in the Action (the "Operative Complaint.")] [On _______________, Plaintiff ~~will file~~filed a [e.g., First Amended ~~Class~~ Complaint] alleging causes of action against XYZ for ____. The [e.g., First Amended] Complaint is the operative complaint in the Action ~~Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. ("Operative Complaint"), which will add a cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code section 2698 *et seq*. ("PAGA") based on the aforementioned California Labor Code violations. Mini Pharmacy~~(the "Operative Complaint.")] XYZ denies the allegations in the ~~Action and~~ Operative Complaint, denies any failure to comply with the laws identified in in the ~~Action and~~ Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to ~~California~~ Labor Code section 2699.3, subd.(a),~~on November 22, 2022,~~ Plaintiff gave timely written

~~1.3.~~ notice ~~by online submission~~ to XYZ and the LWDA ~~and by certified mail to Mini Pharmacy of the specific provisions of the California Labor Code that Defendant allegedly violated.~~

~~On November 2, 2022,~~by sending the PAGA Notice.

2.3. On ________________ _____(type in additional dates)_____________, [the Parties participated in an all-day mediation presided over by ~~Jeffrey Krivis, Esq.,~~______________________ which led to this Agreement to settle the Action (describe alternative means of negotiation).

(describe alternative means of negotiation)

2.4.~~. In connection with~~ Prior to ☐ mediation ~~and settlement negotiations~~☐ negotiating the Settlement, Plaintiff obtained, through ☐ formal ☐ informal discovery, (documents, testimony~~,~~ and information~~, including, but not limited to: (1) Plaintiff's time and payroll records; (2) a 20% classwide sampling of time and payroll records; (3) Mini Pharmacy's employee handbooks and policy documents; (4) exemplars of Mini Pharmacy's wage statements provided to Class Members during the Class Period; and (5) various class and PAGA data points regarding the Class Members and Aggrieved Employees.~~ obtained) . Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court ☐ has ☐ has not granted class certification.~~ The Parties agree to class certification for settlement purposes only.~~

(insert details as needed)

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. ~~Mini Pharmacy~~Except as otherwise provided by Paragraph 9 below, XYZ promises to pay ~~One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,125,000.00)~~$_______________ and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes ~~and contributions~~ owed on the Wage Portions of the Individual ~~Settlement Shares. Mini Pharmacy~~Class Payments.] XYZ has no obligation to pay the Gross Settlement Amount (or any ~~employer~~ payroll taxes~~ and contributions~~) prior to the deadline stated in ~~Section 4.3~~Paragraph 6.1 of this Agreement~~.~~.[v] The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~Mini Pharmacy~~XYZ.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts ~~specified by the Court in the order granting final approval of the Settlement:~~

specified by the Court in the Final Approval:

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than ~~thirty-five percent (35%) of the Gross Settlement Amount,~~ __%, which is currently estimated to be ~~Three Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($393,750.00)~~$_______________ and a Class Counsel Litigation Expenses Payment of not more than ~~Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). Mini Pharmacy~~$_______________. XYZ will not oppose requests for these payments provided that ~~they~~ do not exceed these amounts. ~~As part of the motion for final approval of the Settlement,~~ Plaintiff ~~will seek Court approval for any~~and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder ~~will remain in~~to the Net Settlement Amount~~ to be distributed to Participating Class Members.~~. Released Parties shall have no liability to Class Counsel or any other ~~counsel~~Plaintiff's Counsel arising from any claim to any portion~~ of~~ any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS –1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~Mini Pharmacy~~XYZ harmless, and indemnifies ~~Mini Pharmacy~~XYZ, from any dispute or controversy regarding any division or sharing of any of these Payments~~. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Expenses~~.

3.2.3. To the Administrator: ~~The Settlement~~An Administrator ~~will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated~~Expenses Payment not to exceed ~~Twelve Thousand Dollars and Zero Cents ($12,000.00)~~$________________ except for a showing of good cause and as approved by the Court. -To the extent the ~~actual~~ Administration Expenses are less or the Court approves payment less than ~~Twelve Thousand Dollars and Zero Cents ($12,000.00),~~$________________, the Administrator will retain the remainder in the Net Settlement Amount.~~ Any unused funds of this cost allocation will remain in the Net Settlement Amount to be distributed to~~

~~2.1.0.~~ 3.2.4. To Each Participating Class ~~Members. All Administration Expenses, including the cost of paying uncashed or returned checks to the State Controller's Unclaimed Property Fund, shall be paid from the Gross Settlement Amount. Mini Pharmacy shall not be required to pay additional funds toward Administration Expenses.~~

~~2.1.0.~~ Member: An Individual ~~Settlement Share Calculations: Individual Settlement Shares will be~~Class Payment calculated ~~and apportioned from the Net Settlement Amount based on the Class Members'~~

~~Workweeks, as follows:~~

~~2.1.0.0. After Preliminary Approval of the Settlement, the Administrator will divide~~by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all ~~Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.~~

~~After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all~~ Participating Class Members ~~to yield~~during the ~~"Final Workweek Value,"~~Class Period and ~~multiply~~(b) multiplying the result by each Participating Class Member's ~~individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share~~Workweeks.

3.2.4.1. Tax Allocation of Individual ~~Settlement~~Class Payments. ~~Ten percent (10%)~~% ________ of each Participating Class Member's Individual ~~Settlement~~Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ~~ninety percent (90%)~~% ________ of each Participating Class Member's Individual ~~Settlement Share~~Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").[vi] The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual ~~Settlement Share~~Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual ~~Settlement~~Class Payments. Non-Participating Class Members will ~~not~~no receive ~~payment of~~ any Individual ~~Settlement Shares.~~Class Payments. The Administrator will retain amounts equal to their Individual ~~Settlement Shares~~Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ~~One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00)~~$______________ to be paid from the Gross Settlement Amount, with 75% ~~($93,750.00)~~($____________) allocated to the LWDA PAGA Payment and 25% ~~($31,250.00)~~($____________) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties~~, i.e. $31,250.00,~~ $______________ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate ~~75% of~~ the ~~approved PAGA Penalties~~remainder to the ~~LWDA and 25% of the approved PAGA Penalties to the Individual PAGA Payments.~~Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and ~~PAGA~~Aggrieved Employee Pay Periods. Based on a review of its records~~, Mini Pharmacy estimated that~~ to date, XYZ estimates there are ~~386~~________________ Class Members ~~during the period April 6, 2016 to September 21, 2022, that Class Members~~who collectively worked a total of ~~37,000~~______________ Workweeks ~~during the period from April 6, 2016 to November 2, 2022, that are 134 Aggrieved Employees during the period from _______ to _______,~~, and ~~that~~ ________________ of Aggrieved Employees who worked a total ______________ of ~~2,672~~ PAGA Pay Periods ~~during the period from _______ to _______.~~.

4.2. Class Data. Not later than ~~fifteen (~~[e.g., 15~~)~~] days after the Court grants Preliminary Approval of the Settlement, ~~Mini Pharmacy~~XYZ will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet.

To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~Mini Pharmacy~~XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. ~~Funding of~~ XYZ shall fully fund the Gross Settlement Amount ~~will be made by way of two (2) installments. Mini Pharmacy shall fund fifty percent (50%) of the Gross Settlement Amount (i.e., $562,500.00) plus half of the employer~~ , and also fund the amounts necessary to fully pay XYZ's share of payroll taxes ~~and contributions owed on the Wage Portions of the Individual Settlement Shares ("First Installment")~~ by transmitting the funds to the Administrator no later than ~~nine (9) months from November 2, 2022 or fourteen (~~[14~~) calendar~~] days after the Effective Date~~, whichever date is later. Mini Pharmacy will fund the remaining fifty percent (50%) of the Gross Settlement Amount (i.e., $562,500.00) plus half of the employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares ("Second Installment"), by transmitting the funds to the Administrator no later than fifteen (15) months from November 2, 2022 or fourteen (14) calendar days after the Effective Date, whichever date is later~~.

~~1.4.~~ 4.4. Payments from the Gross Settlement Amount.

Within ~~fourteen (~~[14~~) calendar~~] days after ~~Mini Pharmacy~~XYZ funds the ~~First Installment~~Gross Settlement Amount, the Administrator will ~~transmit payment~~mail checks for ~~(i) fifty percent (50%) of each and~~ all Individual ~~Settlement~~ Class Payments, ~~(ii)~~ all Individual PAGA Payments, ~~(iii)~~ the LWDA PAGA Payment, ~~and (iv) the Class Representative Service Payment.~~ the

~~Within fourteen (14) calendar days after Mini Pharmacy funds the Second Installment, the Administrator will transmit payment for: (i) remaining fifty percent (50%) of each and all Individual Settlement Payments, (ii) the~~ Administration Expenses~~, (iii)~~ Payment, the Class Counsel Fees Payment, ~~and (iv)~~ the Class Counsel Litigation Expenses Payment~~.~~, and the Class Representative Service Payment.

Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment~~,~~ and the Class Representative Service Payment shall not precede disbursement of Individual ~~Settlement~~Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual ~~Settlement~~Class Payments~~ to Participating Class Members~~ and/or Individual PAGA Payments ~~to Aggrieved Employees~~ and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than ~~one hundred eighty (~~180~~)~~ days after the date of mailing) when the check will be voided. The Administrator will cancel all checks ~~after~~not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual ~~Settlement~~Class Payment and the Individual PAGA Payment~~, if they are slated to receive both payments~~. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~##~~

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~returned~~retuned undelivered without USPS forwarding address~~, within sixty (60) calendar days of mailing.~~. Within ~~seven (~~[7~~) calendar~~] days of receiving a returned check~~,~~ the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~The~~ 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the ~~leftover~~ funds represented by ~~canceled Individual Settlement Payment and Individual PAGA Payment~~ such checks [to the California ~~Controller's~~Controller's Unclaimed Property Fund in the name of the Class Member ~~or Aggrieved Employee~~ thereby leaving no ~~"~~"unpaid residue~~"~~" subject to the requirements of California Code of Civil Procedure ~~section~~Section 384, subd. ~~(b).~~ (b).] [or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") ______ ____________________]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

6. RELEASES OF CLAIMS. ~~Upon the~~ Effective ~~Date and full funding of the~~on the date when XYZ fully funds the entire Gross Settlement Amount ~~(including~~and funds all employer payroll taxes owed on the Wage Portion of the Individual ~~Settlement Shares),~~Class Payments, Plaintiff, ~~all Participating~~ Class Members, and ~~Aggrieved Employees~~Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release~~,~~ and discharge Released Parties from all claims, transactions, or occurrences~~,~~ [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts ~~and legal assertions~~ contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts ~~and legal assertions~~ contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under ~~Section~~ 6.2, below~~.~~]. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

~~**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**~~

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

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, ~~that arose during the Class Period,~~ based on the Class Period facts ~~and legal assertions~~ stated in the Operative Complaint [and ascertained in the course of the Action~~,~~] [including, e.g., "(a) any and all claims involving any alleged ~~(1)~~ failure to pay ~~overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all~~ minimum ~~wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized~~ wage ~~statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims").~~ ; etc.]. Except as set forth in Section ~~5~~6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees~~, whether or not they are a Participating Class Member,~~ are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for ~~civil~~PAGA penalties ~~under the Private Attorneys General Act, California Labor Code § 2699, et seq.~~ that were alleged, or reasonably could have been alleged, ~~that arose during the PAGA Period,~~ based on the PAGA Period facts ~~and legal assertions~~ stated in the Operative Complaint~~,~~[,] [and] the PAGA Notice~~,~~ [and ascertained in the course of the Action~~,~~][including, e.g., "(a) any and all claims ~~for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders (the "Released PAGA Claims").~~ involving any alleged failure to pay minimum wage; etc.].

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and

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

~~Mini Pharmacy's~~7.1 XYZ's Declaration in Support of Preliminary Approval. Within ~~thirty (30)~~____ days of the full execution of this Agreement, ~~Mini Pharmacy~~XYZ will prepare and deliver to Class Counsel a signed ~~Declarations~~Declaration from ~~Mini Pharmacy~~XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator~~.~~ and Cy Pres Recipient. In their Declarations, Defense Counsel and ~~Mini Pharmacy~~XYZ 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.

7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all~~ drafts of~~ documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under ~~California~~ Labor Code ~~section~~Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of ~~the~~PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members~~;~~ [and/or the proposed Cy Pres]; 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 ~~as a representative of the Class~~ and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members~~–~~, [and/or] the Administrator~~;~~ [and/or the proposed Cy Pres]; (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 (~~California~~ Labor Code section 2699.3, subd. (a)), Operative Complaint (~~California~~ Labor Code section 2699, subd. (l)(1)), this Agreement (~~California~~ Labor Code section 2699, subd. (l)(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~~.~~ and/or the Cy Pres Recipient. In their ~~Declaration,~~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 ~~sixty (60)~~[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 ~~Order~~ 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.

8. SETTLEMENT ADMINISTRATION.

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

8.2 Employer Identification Number. The Administrator ~~take steps to establish a case-specific~~ shall have and use its own Employer Identification Number~~, if necessary,~~ for purposes of calculating payroll tax withholdings and providing reports ~~to~~ state and federal tax authorities.

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

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, ~~Aggrieved Employees~~PAGA Members, Workweeks, and ~~PAGA~~ Pay Periods in the Class Data. ~~At this time, the Settlement Administrator shall also confirm the number of Workweeks during the period April 6, 2016 to November 2, 2022, based on the Class Data.~~

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

~~If the Administrator receives any Class Notice returned by the USPS as undelivered, before the Response Deadline, then, not~~8.4.3 Not later than ~~three (~~[3~~)~~] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to ~~the Class Settlement, disputes regarding~~ Workweeks and/or Pay Periods, and Requests for Exclusion ~~from the Class Settlement~~ will be extended an additional ~~fourteen (~~[14~~) calendar~~] days beyond the ~~sixty (~~[60~~) calendar~~] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, ~~Mini Pharmacy,~~XYZ or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith~~,~~. in an effort to agree on whether to include them as Class Members. If the Parties agree~~, the Parties shall prepare a stipulation reflecting their agreement and submit it the Court for review and approval. If the Court approves said stipulation~~, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~fourteen (~~[14~~) calendar~~] days after receipt of Class Notice, or the deadline dates in the Class Notice, ~~whichever~~which ever are later.

8.5 Requests for Exclusion ~~from the Class Settlement~~ (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~the Response Deadline.~~[60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the ~~Class~~ Settlement and includes the Class Member's ~~full~~ name, address~~,~~ and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline~~. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement~~.

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

Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class ~~Members~~Member who ~~do~~does not submit a timely and valid Request for Exclusion ~~are~~is deemed to be a Participating Class ~~Members~~Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the ~~Class~~ Settlement, including the Participating Class Members' ~~release of Released Class Claims~~Releases under ~~Section 5~~Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the ~~Class~~ Settlement.

8.5.4 Every Class ~~Members~~Member who ~~submit~~submits a valid and timely Request for Exclusion ~~are~~is a Non-Participating Class ~~Members~~Member and shall not receive an Individual ~~Settlement~~Class Payment or have the right to object to the ~~Class~~ class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in ~~Section 5.3~~Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

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

8.7 Objections to ~~Class~~ Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In ~~addition to submitting a written objection or as an~~the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~the Response Deadline.~~[60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

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

8.8.5 Administrator's Declaration. Not later than ~~fourteen (~~[14~~)~~] days before the date by which ~~Class Counsel~~Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from ~~Class~~ Settlement it received (both valid or invalid), the number of written objections ~~to the Class Settlement~~ and attach the Exclusion List ~~and copies of all objections received~~. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE ESTIMATES ~~AND~~[and ESCALATOR CLAUSE~~.~~]** Based on its records, ~~Mini Pharmacy provided figures~~ XYZ Estimates that, as ~~to the Class size as set forth in Section 4.~~of the date of this Settlement Agreement, (1~~ above. If the~~) there are ________________ Class Members and __________________ Total Workweeks during the Class period and (2) there were ________________ Aggrieved Employees who worked ~~from April 6, 2016 to November 2, 2022 are more than five percent (5%) above~~__________ Pay Periods during the ~~estimate stated herein in Section 4.1 (i.e., 38,851 Workweeks or more), the Parties will modify the end date of the Class Period and~~ PAGA Period ~~to be the last day the workweeks were at or below 38,850.~~ .[vii]

~~MINI PHARMACY'S~~**10. XYZ'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~five percent (5%)~~%___________ of the total of all Class Members, ~~Mini Pharmacy~~XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~Mini Pharmacy~~XYZ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~Mini Pharmacy~~XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~Mini Pharmacy~~XYZ must notify Class Counsel and the Court of its election to withdraw not later than [seven~~ (7) calendar~~] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than ~~sixteen (~~[16~~)~~] court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the ~~Settlement, a proposed final approval order and judgment~~PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~three (3) calendar~~[seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

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

13. ADDITIONAL PROVISIONS.

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

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~Mini Pharmacy,~~XYZ and

~~5.1~~ Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate~~,~~ and/or publicize, or cause or permit another person to disclose, disseminate~~,~~ or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

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

~~Additionally, Plaintiff and Class Counsel agree they shall make no public statement or release regarding this Agreement, and agree not to post the settlement terms, amount, or that they obtained a settlement from Defendant on their website or social media accounts.~~

13.3 No Solicitation. The Parties separately agree that they and their respective counsel

and employees will not solicit any Class Member to opt out of or object to the ~~Class~~ Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations ~~that may be~~ owed to Class Members.

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

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

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use

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

13.7 No Prior Assignments. The Parties separately represent and warrant that they have

not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, ~~Mini Pharmacy,~~XYZ nor Defense Counsel are

providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

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

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

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

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

~~///~~
~~///~~
~~///~~

To Plaintiff~~ *and the Class*~~:

~~Edwin Aiwazian~~
~~Arby Aiwazian~~
~~Joanna Ghosh~~
~~LAWYERS *for* JUSTICE, PC~~
~~410 West Arden Avenue, Suite 203~~
~~Glendale, California 91203~~
~~Tel.: (818) 265-1020~~
~~Fax: (818) 265-1021~~
~~E-Mail: edwin@calljustice.com~~
~~arby@calljustice.com~~
~~joanna@calljustice.com~~

To ~~*Mini Pharmacy*~~: XYZ:

~~Jeffrey S. Ranen~~
~~William C. Sung~~
~~Tiffany L. Luu~~
~~Lewis Brisbois Bisgaard & Smith LLP~~
~~633 West 5th Street, Suite 4000~~
~~Los Angeles, CA 90071~~
~~Tel.: (213) 250-1800~~
~~Fax: (213) 250-7900~~
~~E-Mail: jeffrey.ranen@lewisbrisbois.com~~
~~william.sung@lewisbrisbois.com~~
~~tiffany.luu@lewisbrisbois.com~~

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

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to ~~California Code of Civil Procedure~~CCP section 583.330 to extend the date to bring a case to trial under ~~California Code of Civil Procedure~~CCP section 583.310 ~~shall be extended~~ for the entire period of this settlement process.

~~5.2 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.~~

~~**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant:~~

~~**IT IS SO AGREED:**~~

~~Michelle Mojica~~ ~~Plaintiff~~	~~By: Shannon Chou~~ ~~Mini Pharmacy Enterprises, Inc.~~

~~**APPROVED AS TO FORM:**~~

~~Edwin Aiwazian, Esq.~~ ~~Arby Aiwazian, Esq.~~ ~~Joanna Ghosh, Esq.~~ ~~Janardana Burns, Esq.~~ ~~Lawyers for Justice, P.C.~~ ~~Counsel for the Putative Class/Aggrieved Parties~~	~~Jeffrey S. Ranen, Esq.~~ ~~William C. Sung, Esq.~~ ~~Tiffany L. Luu, Esq.~~ ~~Lewis Brisbois Bisgaard & Smith LLP~~ ~~Counsel for Defendant~~

~~**EXHIBIT A**~~

~~[COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL]~~

For Plaintiff For XYZ

Counsel for Plaintiff Counsel for XYZ

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

~~*Mojica v. Mini Pharmacy Enterprises, Inc.*~~
~~[Los Angeles County Superior Court, Case No. 20STCV36088]~~
(case name and number)

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 ~~Mini Pharmacy Enterprises, Inc.~~ ________________________ (abbreviate name; "~~Mini Pharmacy~~XYZ" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a ~~-~~[n][former ~~Mini Pharmacy~~] XYZ employee ~~Michelle Mojica~~ _____________________________ ("Plaintiff") and seeks payment of (1) ~~unpaid~~back wages~~, unreimbursed business expenses, restitution, statutory penalties, interest,~~ [and ~~attorneys' fees and costs~~other relief] for a class of ~~all non-exempt or~~[e.g., hourly~~-paid~~] employees ("Class Members") who worked for ~~Mini Pharmacy~~XYZ during the Class Period ~~(April 6, 2016~~(_______________ to ~~__________);~~ _______________); and (2) ~~civil~~ penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for ~~Mini Pharmacy~~XYZ during the PAGA Period ~~(November 2, 2021~~(_______________ to ~~__________)~~ _______________) ("Aggrieved Employees").

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

Based on ~~Mini Pharmacy's~~XYZ's records, and the Parties' current assumptions, **your Individual ~~Settlement~~Class Payment is estimated to be ~~$~~$_______ (less withholding) and your Individual PAGA Payment is estimated to be ~~$______.~~$_______.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ~~Mini Pharmacy's~~XYZ's records you are not eligible for an Individual PAGA Payment under the Settlement because you ~~did not~~didn't work during the PAGA Period.)

The above estimates are based on ~~Mini Pharmacy's~~XYZ's records showing that **you worked ~~_____ Workweeks~~______ workweeks** during the Class Period and **you worked ~~___ PAGA Pay Periods~~______ workweeks** during the PAGA Period. If you believe that you worked more ~~Workweeks~~workweeks during ~~the Class Period or PAGA Pay Periods during the PAGA Period~~either period, you can submit a challenge by the deadline date. ~~-~~See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or ~~do~~ 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 ~~Mini Pharmacy~~XYZ to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~Mini Pharmacy.~~XYZ.

If you worked for ~~Mini Pharmacy~~XYZ 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 ~~Settlement~~Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert ~~Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.~~ Class Period wage claims and PAGA Period penalty claims against XYZ.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the ~~Class~~ Settlement, you will not receive an Individual ~~Settlement~~Class Payment. You will, however,

preserve your right to personally pursue ~~Released~~ Class ~~Claims~~Period wage claims against ~~Mini Pharmacy~~XYZ, 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.

~~Mini Pharmacy~~XYZ 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 ~~Settlement~~Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the ~~Released Class Claims and/or Released PAGA Clams~~wage claims against ~~Mini Pharmacy~~XYZ 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** ______________	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual ~~Settlement~~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. ~~Mini Pharmacy~~XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** ______________	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the ~~Class~~proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the ~~ ~~ ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ~~[______] at [______].~~ ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice~~.~~
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by~~:~~ ~~[Response Deadline]~~___________ _______**	The amount of your Individual ~~Settlement~~Class Payment and PAGA Payment (if any) depend on how many ~~Workweeks and/or PAGA Pay Periods~~workweeks you ~~were determined to have~~ worked ~~as follows:~~ ~~Workweeks may be based on either: (1) weeks during which~~ at least one day ~~was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.~~ ~~PAGA Pay Periods may be based on either: (1) pay periods during which~~ during the Class Period and how many Pay Periods you worked at least one day ~~was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.~~ during the PAGA Period, respectively. The number ~~of~~Class Period Workweeks and number of PAGA Period Pay Periods you worked according to ~~Mini Pharmacy's~~XYZ's 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.

91257530.1

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a[n] [former ~~Mini Pharmacy~~] XYZ employee. ~~On September 22, 2020, Plaintiff commenced the class action lawsuit entitled *Mojica v. Mini Pharmacy Enterprises, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 20STCV36088 (the “Action”). On [date], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action (“Operative Complaint”).~~ The Action accuses ~~Mini Pharmacy~~XYZ of violating California labor laws by failing to ~~properly~~ pay ~~minimum and~~[e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide ~~compliant~~[e.g., meal ~~and~~periods, rest breaks and ~~associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide~~accurate itemized wage statements~~, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*.~~]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

~~Edwin Aiwazian, Esq.~~
~~Arby Aiwazian, Esq.~~
~~Joanna Ghosh, Esq.~~
~~Janardana Burns, Esq.~~
~~**Lawyers *for* Justice, PC**~~
~~410 West Arden Avenue, Suite 203~~
~~Glendale, California 91203~~

____ ~~Telephone: (818) 265-1020 / Fax: (818) 265-1021~~

(“Class Counsel.”)

~~Mini Pharmacy~~XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether ~~Mini Pharmacy~~XYZ or Plaintiff is correct on the merits. In the meantime, Plaintiff and ~~Mini Pharmacy~~XYZ hired □ an experienced, neutral mediator □ a retired judge □ ____ 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 ~~Mini Pharmacy~~XYZ 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, ~~Mini Pharmacy~~XYZ does not admit any violations or concede the merit of any claims.

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

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

~~Mini Pharmacy~~1. XYZ Will Pay $~~1,125,000.00~~ as the Gross Settlement Amount (Gross Settlement). ~~Mini Pharmacy~~XYZ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual ~~Settlement~~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, ~~Mini Pharmacy~~XYZ will fund the Gross Settlement not more than ~~fourteen (~~[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.

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

A. Up to $~~393,750.00 (35%~~____________ (______% of the Gross Settlement] to Class Counsel for attorneys' fees and up to ~~$35,000.00~~$____________ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to ~~$10,000.00~~$_______________ as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual ~~Settlement~~Class Payment and any Individual PAGA Payment.

C. Up to ~~$~~____$______________ to the Administrator for services administering the

~~A.~~ Settlement.

~~B.~~ D. Up to ~~$125,000.00~~$______________ for PAGA Penalties, allocated ~~as~~ 75% to the LWDA PAGA Payment and 25% ~~to be paid~~in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and ~~Mini Pharmacy~~XYZ are asking the Court

~~2.~~ to approve an allocation of ~~10%~~% ________ of each Individual ~~Settlement~~Class Payment to taxable wages ("Wage Portion") and ~~90%~~% ________ to [e.g., interest, ~~penalties, and non-wage damages~~etc.] ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~Mini Pharmacy~~[Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion~~.~~.)] The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual ~~Settlement~~Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for

~~3.~~ Individual ~~Settlement~~Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you ~~do not~~don't cash it by the void date, your check will be automatically cancelled, and the monies □ will be deposited with the California Controller's

Unclaimed Property Fund in your name.

□ will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres"). If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ~~Mini Pharmacy~~XYZ based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, ~~Simpluris~~ ________________________________ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide ~~disputes regarding~~Class Member Challenges over Workweeks ~~and/or PAGA Pay Periods~~, mail and ~~re-mail~~remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release ~~of Released Class Claims. Upon~~. After the ~~Effective Date~~Judgment is final and ~~full funding of~~ XYZ has fully funded ~~4.~~ the Gross Settlement ~~Amount (including~~[Option 1: (and separately paid all employer payroll taxes ~~owed on the Wage Portion of the Individual Settlement Payments),~~)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that

unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ~~Mini Pharmacy~~XYZ or ~~Released Parties~~related entities for ~~Released~~ wages based on the Class ~~Claims.~~

Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, ~~that arose during~~ based on the Class Period~~, based on~~ facts ~~and legal assertions~~ stated in the Operative Complaint [and ascertained in the course of the Action-] [including, e.g., "(a) any and all claims involving any alleged ~~(1)~~ failure to pay ~~overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all~~ minimum ~~wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized~~ wage ~~statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* (the "Released Class Claims").~~; etc.]. Except as set forth in Section ~~5~~6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.viii.

10. Aggrieved Employees' PAGA Release~~ of Released PAGA Claims.~~. After the ~~Effective Date~~Court's judgment is final, and ~~full funding of~~XYZ has paid the Gross Settlement ~~Amount (including all~~ (and separately paid the employer-side payroll taxes~~ owed on the Wage Portion of the Individual Settlement Payments~~), all Aggrieved Employees will be barred from asserting PAGA claims against ~~Mini Pharmacy~~XYZ, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ~~Mini Pharmacy~~XYZ or ~~Released Parties~~its related entities based on the PAGA Period facts alleged in the Action ~~during the PAGA Period~~ and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, ~~that arose during~~ based on the PAGA Period~~, based on~~ facts ~~and legal assertions~~ stated in the Operative Complaint~~,~~[,] [and] the PAGA Notice~~,~~ [and ascertained in the course of the Action~~,~~][including, e.g., (a) any and all ~~-~~claims ~~for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders (the “Released PAGA Claims”).~~ involving any alleged failure to pay minimum wage; etc.].

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual ~~Settlement Shares.~~Class Payments. The Administrator will ~~divide~~calculate Individual Class Payments by (a) dividing the ~~final~~ Net Settlement Amount by the total number of Workweeks ~~of~~worked by all Participating Class Members~~ to yield the “Final Workweek Value,” and multiply each~~, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class ~~Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.~~Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing ~~$31,250.00~~$_______________ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ~~Mini Pharmacy’s~~XYZ’s records, are stated in the first page of this Notice. You have until ~~[Response Deadline]~~_______________ to ~~dispute~~challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your ~~dispute~~challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

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

5. HOW WILL I GET PAID?

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

~~Aggrieved Employees.~~2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every ~~individual~~Aggrieved Employee who ~~is eligible to receive payment under~~opts out of the ~~PAGA~~Class Settlement ~~as an Aggrieved Employee.~~

(i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ~~*Mojica v. Mini Pharmacy Enterprises, Inc.*, Case No. 20STCV36088,~~ ________________________________, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by ~~[Response Deadline],~~ ______________, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ~~Mini Pharmacy~~XYZ are asking the Court to approve. At least ~~sixteen (16)~~_____ days before the ~~[Date]~~______________ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website __________________________ or the Court's website ______________________________.

~~______________(url)______________or the Court's website for a fee at https://www.lacourt.org/casesummary/ui/.~~

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is ~~[Response Deadline].~~ _______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action~~, *Mojica v. Mini Pharmacy Enterprises, Inc.*, Case No. 20STCV36088~~ ____________________________ and include your name, current address, telephone number, and approximate dates of employment for ~~Mini Pharmacy~~[XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ~~[Date]~~_______________ at ~~[Time]~~________ in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement ~~Amount~~ will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors~~ to the Class Settlement~~, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https~~://www.lacourt.org/lacc/.~~://www.lacourt.org/lacc/. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~Mini Pharmacy~~XYZ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ~~Simpluris, Inc.~~_________________________'s website at ~~_______(url)___.~~ ___________________________. 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 ~~(http://www.lacourt.org/casesummary/ui/index.aspx)~~ (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. ~~20STCV36088.~~_________________. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:
Name of Attorney:
Email Address:
Name of Firm:
Mailing Address:
Telephone:

Settlement Administrator:
Name of Company: ~~Simpluris, Inc.~~
Email Address:
Mailing Address: ~~3194-C Airport Loop Drive, Costa Mesa, CA 92626~~
Telephone: ~~800-779-2104~~
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

□ you should consult the Unclaimed Property Fund ____________________________ for instructions on how to retrieve the funds

□ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

[i] This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

[ii] Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims,

receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' Kullar analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (Luckey v. Superior Court (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

[iii] See endnote ii above.

[iv] The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

[v] The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

[vi] Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

[vii] Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

[viii] Releases in Notice should track the releases in the Settlement Agreement.

EXHIBIT 3

November 22, 2022

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: ***MINI PHARMACY ENTERPRISES, INC.***

Dear Representative:

We have been retained to represent Michelle Mojica against Mini Pharmacy Enterprises, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "MPE") for violations of California wage-and-hour laws.

Ms. Mojica is the named plaintiff in Los Angeles County Superior Court Case No. 20STCV36088, entitled *Michelle Mojica v. Mini Pharmacy Enterprises, Inc.* ("Lawsuit"), which alleges that MPE violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the operative Complaint filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Ms. Mojica seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Mojica will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, MPE employed Ms. Mojica as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Ms. Mojica seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for MPE within the State of California.

Based on the facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, MPE has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

MPE required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, MPE failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Mojica and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Ms. Mojica and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. MPE's failure to pay overtime wages also includes, and is not limited to, MPE's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, MPE failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, MPE required Ms. Mojica and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. MPE required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods. MPE also required aggrieved employees to remain on the work premises during rest breaks.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, MPE failed to pay Ms. Mojica and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, MPE willfully failed to pay the wages due to Ms. Mojica and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Ms. Mojica and other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MPE failed to pay Ms. Mojica and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Ms. Mojica and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MPE did not provide Ms. Mojica and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MPE were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Mojica and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked "off-the-clock," and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Mojica and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Mojica and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Mojica and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Mojica and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, MPE failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Ms. Mojica and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked "off-the-clock," and as a result, it failed to keep accurate and complete payroll records.

California Labor Code California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MPE did not provide Ms. Mojica and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." For example, MPE effectively paid of zero dollars per hour for time Ms. Mojica and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Ms. Mojica and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Mojica and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by MPE.

Therefore, on behalf of all aggrieved employees, Ms. Mojica seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaint and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Mini Pharmacy Enterprises, Inc.
c/o Tiffany L. Luu
LEWIS BRISBOIS BISGAARD & SMITH LLP
Attorney
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

ATTACHMENT A

Edwin Aiwazian (SBN 232943)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHELLE MOJICA, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

MINI PHARMACY ENTERPRISES, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV36088

CLASS ACTION COMPLAINT FOR DAMAGES

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
(3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
(4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
(5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
(6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
(7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
(8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

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COMES NOW, Plaintiff MICHELLE MOJICA ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars ($75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles.

PARTIES

5. Defendant MINI PHARMACY ENTERPRISES, INC., at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

6. At all relevant times, Defendant MINI PHARMACY ENTERPRISES, INC., was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

7. At all times herein relevant, Defendants MINI PHARMACY ENTERPRISES,

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INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendant MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

10. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

11. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

12. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the

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period from four years preceding the filing of this Complaint to final judgment and who reside in California.

(Subclass A) All class members who were subject to Defendants' policy to require its hourly paid or non-exempt employees to remain on the work premises during rest breaks.

13. Plaintiff reserves the right to establish other subclasses as appropriate.

14. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the

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fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

15. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

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f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

k. Whether Defendants' conduct was willful or reckless;

l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

16. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

17. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately July 2017 to approximately December 2018, in the State of California, County of Los Angeles.

18. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and

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missed meal periods and/or rest breaks.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

22. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive

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all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies

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included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class members.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

36. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

37. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

38. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

39. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

40. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

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41. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

42. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

43. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

44. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

46. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 45, and each and every part thereof with the same force and effect as though fully set forth herein.

47. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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49. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

50. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

51. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

52. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

53. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 54, and each and every part thereof with the same force and effect as though fully set forth herein.

56. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

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57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

60. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

61. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

62. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during

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meal periods.

63. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

64. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

65. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

66. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

68. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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70. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

71. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

72. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

73. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

74. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

77. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

78. Defendants' failure to pay Plaintiff and the other class members the minimum

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wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

79. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

80. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

83. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

84. Defendants' failure to pay Plaintiff and the other class members who are no

longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

85. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

86. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

87. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

88. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

89. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

91. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

92. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

93. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 92, and each and every part thereof with the same force and effect as though fully set forth herein.

94. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

95. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and

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the other class members.

96. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

97. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

98. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

99. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

102. Defendants have intentionally and willfully failed to keep accurate and complete

payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

103. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

104. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

107. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

108. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

109. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against MINI PHARMACY ENTERPRISES, INC., and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

112. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

113. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

114. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

115. Plaintiff and the other class members have been personally injured by

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Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

116. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing

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from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

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20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

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33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

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46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to

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California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

Dated: September 21, 2020

LAWYERS *for* JUSTICE, PC

By: ______________________
Edwin Aiwazian
Attorneys for Plaintiff

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