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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PATRICE MORGAN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

ENRY JP CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV00931

Honorable David S. Cunningham III
Department 11

CLASS ACTION

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Patrice
Morgan); and [Proposed] Order filed
concurrently herewith]

Date: November 12, 2024
Time: 9:00 a.m.
Department: 11

Complaint Filed: January 13, 2023
Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, 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 Patrice Morgan (“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 the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC 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. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

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

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
11 he has successfully litigated cases involving the executive, administrative, and other overtime
12 exemptions to the State of California and federal overtime compensation requirements. Under his
13 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
14 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
15 class action or representative action cases.

16 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
17 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
18 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
19 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
20 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
21 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
22 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
23 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
24 of the State of California and all United States District Courts in the State of California. He has
25 worked on many wage-and-hour class action and representative action cases, taking the lead in
26 taking and defending depositions, arguing motions, and attending mediations. He has played an
27 integral role in preparing matters for class certification, including and not limited to, successful
28 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

1 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
2 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
3 RG13680477). He has worked on over one hundred (100) class action or representative action
4 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
5 herein.

6 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
7 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
12 Court. She has taken and defended dozens of depositions and successfully handled motion practice
13 in class action cases regarding discovery (including and not limited to, regarding class contact
14 information), class certification (both contested class certification and stipulated class
15 certification), arbitration agreements, coordination, intervention. She has successfully handled
16 briefing and oral argument on appeal and obtained notable decisions regarding the Private
17 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
18 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
19 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
20 (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative
21 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
22 handled the class certification and court approval process for hundreds of class action and/or
23 representative action matters that have successfully resolved. She is a member of the California
24 Employment Lawyers Association.

25 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
26 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
27 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
28 the Coif honors. I am admitted to practice before all courts in the State of California and all U.S.

District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

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

7. 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

1 of misclassification of various “manager” positions. On September 20, 2010, the court granted
2 final approval of the class action settlement. The Los Angeles County Superior Court Case
3 Number is BC400414.

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

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

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

19 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a bank, involving allegations of
21 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
22 granted final approval of the class and PAGA representative action settlement. The Kern County
23 Superior Court Case Number is S-1500-CV-273194-LHB.

24 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national wholesale distributor of
26 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
27 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Sacramento County Superior Court Case Number is 34-
2 2012-00136285.

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

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

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

19 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of upscale
21 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
22 granted final approval of the class and PAGA representative action settlement. The Los Angeles
23 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
24 Coordination Proceeding Number is 4794.

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

1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

27 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a consumer packaging company, on

1 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Los Angeles County Superior Court Case
3 Number is BC590429.

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

9 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a lumber and hardware company on
11 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Orange County Superior Court Case Number is
13 30-2014-00747750-CU-OE-CXC.

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

19 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
20 representative action against a food company on behalf of non-exempt employees. On June 30,
21 2017, the court granted final approval of the class and PAGA representative action settlement. The
22 Sacramento County Superior Court Case Number is 34-2015-00175871.

23 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a chocolate company on behalf of non-exempt employees. On July
25 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
26 The Alameda County Superior Court Case Number is RG15764300.

27 w) LFJ represented the plaintiff in a PAGA representative action, against the
28 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On

1 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
2 Los Angeles County Superior Court Case Number is BC569664.

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

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

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

19 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a global provider of flexible office
21 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
22 representative action settlement. The Los Angeles County Superior Court Case Number is
23 BC498401.

24 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
26 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
27 County Superior Court Case Number is VCU264528.
28

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 PAGA 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.

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

1 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
2 for class certification and certified a class. The San Bernardino County Superior Court Case
3 Number is CIVDS1505744.

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

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

17 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
19 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
20 court granted in part the plaintiff's motion for class certification and certified a class. The
21 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
22 Judicial Council Coordination Proceeding Number is 4930.

23 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. On August 27, 2021, the court granted final approval
27 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
28 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 plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

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 Defendant Enry JP Corporation ("Defendant") (collectively, the "Parties"), on the other hand. The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit 1" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant prior to mediation, the Class is estimated to consist of (at that time) at least 695 individuals who worked a total of at least 18,365 workweeks, and it is estimated that there are at least 370 members of the PAGA Group who worked a total of at least 3,808 pay periods during the PAGA Period.

10. 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, the State of California, and Aggrieved Employees guaranteed recovery as opposed to waiting additional years for the same, or possibly worse, result or a defense verdict; (2) a guaranteed result that compares favorably with other complex wage-and-hour class and/or representative 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.

1 11. Since the above-captioned action was commenced, Class Counsel has litigated the
2 case for nearly two (2) years, and was actively preparing the matter for class certification and trial,
3 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
4 and participated in a formal, full-day mediation conducted by Phyllis Cheng, Esq, a well-respected
5 mediator experienced in mediating complex labor and employment matters. In the course of
6 litigation, mediation, and settlement discussions, the Parties exchanged extensive information and
7 engaged in discussions regarding their evaluations of the case and various aspects of the case,
8 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
9 proceeding with class certification and/or representative adjudication, the law relating to class
10 certification, off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-
11 and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility
12 of appeals, among other things. During all settlement discussions, the Parties conducted their
13 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
14 to all Parties was not easy. Defendant and its counsel felt strongly about Defendant's ability to
15 prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would
16 be able to obtain class certification and prevail at trial. After conducting extensive investigations,
17 formal and informal discovery, exchange of information, and settlement negotiations, and with the
18 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
19 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
20 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
21 adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members,
22 and of the release of claims of Plaintiff, Aggrieved Employees, and the State of California, with
23 respect the Released Parties.

24 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
25 and scope of the claims, and was preparing for class certification and trial. Class Counsel
26 conducted significant investigation and formal and informal discovery regarding the facts of the
27 case, including and not limited to, the exchange, review, and analysis of documents and data
28 obtained from Defendant, Plaintiff, and other sources. The volume of information, data and

documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiff, a detailed sampling of Class Members' time and pay data, earning statements, among other information and documents. 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 prior to the mediation. Class Counsel also drafted Plaintiff's mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

13. 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.

14. The Settlement provides for a Gross Settlement Amount of Nine Hundred Thousand Dollars (\$900,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to approval 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 Payment. Assuming that 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 Four Hundred Thirty-Eight Thousand Dollars (\$438,000). The Gross Settlement Amount will be fully distributed to Participating Class Members, and PAGA Penalties will be fully distributed to the California Labor and Workforce Development Agency and the Aggrieved Employees, in accordance with the terms of the Settlement.

15. The Parties have obtained multiple quotes from settlement administrators and agreed to retain CPT Group, Inc., ("CPT" or "Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint CPT to handle these procedures and serve as the Administrator based on the quality of its services. Defendant

will provide the Administrator with the following information for each Class Member: (1) the full name, (2) last known mailing address, (3) Social Security number, and (4) number of Class Period Workweeks, and PAGA Pay Periods (“Class Data”). The Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount (“Individual Class Payment”) and each Aggrieved Employee’s estimated share of the 25% of the PAGA Penalties (“Individual PAGA Payment”). The Administrator will also mail the Class Notice to Class Members; post notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handle inquiries from Class Members concerning the Class Notice; determine Individual Class Payment and Individual PAGA Payments; process Requests for Exclusion, objections, and challenges to Workweeks and PAGA Pay Periods; maintain the Settlement funds in an appropriate interest-bearing account; mail Individual Class Payments, Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, payment to the LWDA; issue a final report, and perform such other duties as the Parties may direct. CPT provided a competitive bid that included a “not to exceed” quote of Twelve Thousand Dollars (\$12,000), and the Parties agreed to mutually select CPT based on prior positive experiences with CPT. Accordingly, the Administration Expenses Payments are currently estimated not to exceed Twelve Thousand Dollars (\$12,000), based on information provided by the Administrator, which will be paid out of the Gross Settlement Amount, subject to approval of the Court.

16. 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 and the Class Members, and the Aggrieved Employees *inter alia*, failed to pay all overtime, minimum, and regular wages, failed to provide compliant meal and rest periods and associated premium pay, failed to timely pay wages upon termination of employment, failed to pay wages due as agreed upon under statute or contract, failed to provide compliant wage statements, and failed to reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* based on the aforementioned, violations of the California Labor Code

1 based on the aforementioned, but not limited to California Labor Code sections 201, 201.3, 201.5,
2 202, 203, 204, 210, 225.2, 226, 226.3, 2267, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
3 1194.2, 1197 et seq., 1197.1, 1198, 1199, 2802, and violations of the industrial Welfare
4 Commission Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, and
5 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
6 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members and the
7 Aggrieved Employees were expected to perform similar job duties and were subject to the same
8 or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff
9 asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members and the
10 Aggrieved Employees were substantially the same during the time period at issue. As a result of
11 said alleged uniform practices, Plaintiff claims that Class Members and the Aggrieved Employees
12 were not paid all of the compensation that was owed to them by Defendant. Thus, in Class
13 Counsel's view, the outcome of this litigation would be determined by Defendant's uniform
14 operations and employment practices, policies, and procedures that Plaintiff alleges applied across
15 Defendant's non-exempt employees in California during the relevant time period.

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

25 18. Defendant, on the other hand, denied and continues to deny any liability and
26 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
27 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
28 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have

1 also had the opportunity to conduct investigations and gather documents and information relating
2 to Plaintiff's and putative class members' employment with Defendant, and Defendant's
3 operations and employment policies, practices, and procedures. The Parties also reviewed and
4 analyzed a large volume of documents and data, including but not limited to a detailed sampling
5 of Class Members' time and pay information, to determine the potential value and strength of the
6 claims. The available information enabled Class Counsel to assess and value the class and PAGA
7 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
8 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
9 nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the
10 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
11 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
12 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
13 account the strengths and weaknesses of each side's position and the uncertainty of how the case
14 might have concluded at certification, trial, and/or appeals.

15 19. The Settlement Agreement provides for Class Counsel to apply for Class Counsel
16 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in an amount of up
17 to Thirty-Five percent (35%) of the Gross Settlement Amount (i.e., \$315,000.00) and expenses
18 and costs in an amount not to exceed Twenty Five Thousand Dollars (\$25,000), which will be paid
19 out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that
20 Class Counsel has borne all of the risks and costs of litigation and will not receive any
21 compensation until recovery is obtained.

22 20. The Settlement Agreement provides for payment of up to Twenty Thousand Dollars
23 (\$20,000.00) to Plaintiff as a Class Representative Service Payment, to be paid out of the Gross
24 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort
25 to produce relevant documents and past employment records and to provide the facts and evidence
26 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
27 needed him, and actively tried to obtain and provide information that would facilitate the pursuit
28 of the Class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive a

1 Class Representative Service Payment, in addition to their Individual Class Payment, and
2 Individual PAGA Payment, for services performed in the matter on behalf of the Class, State of
3 California, and Aggrieved Employees.

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

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

12 Executed on this 15th day of August 2024 at Glendale, California.

13 

14 _____
Vartan Madoyan

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Patrice Morgan (“Plaintiff”) and defendant Enry JP Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Patrice Morgan v. Enry JP Corporation*, Case No. 23STCV00931, filed on January 13, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means CPT Group, 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 who are or were employed by Defendant in 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 who are or were employed by Defendant in the state of California at any time during the Class Period.
- 1.6 “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan 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 Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period 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 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 January 13, 2019 through and including February 25, 2024. Provided, however, that the Class Period may be adjusted pursuant to Paragraph 4.1 below.
- 1.13 “Class Representative” means 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 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Enry JP Corporation.
- 1.17 “Defense Counsel” means Michael A. Carlin and Hiroki Suyama at Squire Patton Boggs (US) 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 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval.
- 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 \$900,000.00 which is the total amount Defendant agrees to pay under the Settlement, except for Defendant’s employer share of payroll taxes which Defendant will pay separately. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA

Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

- 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 each Aggrieved Employee’s pro rata share of the 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which is 75% of the PAGA Penalties.
- 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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the 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 Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period commencing on November 9, 2021 and ending February 25, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*)
- 1.33 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of \$90,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$22,500) and 75% to the LWDA (\$67,500) in settlement of 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 Patrice Morgan, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released Parties” means Defendant and each of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.
- 1.40 “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.
- 1.41 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date that the Response Deadline expired.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 2.1 On January 13, 2023 Plaintiff commenced this Action by filing a Class Action Complaint For Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, against Defendant. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), on November 9, 2022, Plaintiff gave written notice to Defendant and the LWDA regarding Defendant’s alleged violations of the Labor Code.

- 2.3 The Parties participated in an arms-length private mediation presided over by Phyllis Cheng, Esq. Prior to mediation, Plaintiff served formal discovery on Defendant, and obtained, through informal discovery, timekeeping and payroll data for Class Members, as well as wage and hour policies and other relevant documents and information relevant to the claims alleged. The Parties agree that 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 Through the mediation process, the Parties reached a resolution, which ultimately led to this Agreement to settle the Action.
- 2.5 The Court has not yet granted any class certification.
- 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.

3. **MONETARY TERMS**

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 4.1 below, Defendant will pay \$900,000.00 and no more as the Gross Settlement Amount, and will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the 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 Defendant.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$20,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service 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 in the Net Settlement Amount. The Administrator will 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 35% of the Gross Settlement Amount, which is currently estimated to be \$315,000.00 (if the Gross Settlement Amount remains \$900,000.00), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$12,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is 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 Class Payment.

- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$90,000 to be paid from the Gross Settlement Amount, with 75% (\$67,500) allocated to the LWDA PAGA Payment, and 25% (\$22,500) allocated to the Individual PAGA Payments.
- 3.2.4.4 The Administrator will calculate each individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.5 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Class Workweeks and Escalator Clause. Based on a review of its records, Defendant represents that the Class Members worked a collective total of 18,365 Workweeks during the period from January 13, 2019 to September 29, 2023. In the event that the actual number of Workweeks worked by all Class Members during the Class Period increases by more than 10% of this figure (i.e. exceeds 20,201 Workweeks), then Defendant shall either, to be decided in its sole discretion, increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (i.e., if the number of Workweeks increases by 11% to 20,386 Workweeks, the Gross Settlement Amount will increase by 1%); or end the Class Period on the date at which the Workweeks reach the 10% threshold. If the Escalator Clause is triggered, Defendant shall notify Plaintiff in writing of their selection within 10 business days of being notified by the third-party administrator that the Escalator Clause has been triggered.

- 4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendant 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. Defendant 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 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator as follows: a first installment payment of \$600,000.00 ("First Installment"), and a second installment payment of \$300,000.00 plus Defendant's share of payroll taxes ("Second Installment"). The First Installment shall be due and paid by Defendant on the first business day following the Effective Date. The Second Installment shall be due and paid by Defendant no more than two years from October 12, 2023, or one year after Final Approval, whichever date is later.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the full amount of the First Installment, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, and the Class Representative Service Payment. Within 14 days after Defendant funds the full amount of the Second Installment, the Administrator will mail checks for all Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all 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 Class Payment and Individual PAGA Payment. 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 undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid Foundation of Los Angeles in a manner consistent with California Code of Civil Procedure Section 384.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 **Plaintiff's Release.** Plaintiff and 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 contained, in the Operative Complaint in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint in the Action and Plaintiff's PAGA Notice ("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. Notwithstanding the foregoing, the waiver and release in this Agreement does not

apply to those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims. Plaintiff agrees to not request an exclusion from this settlement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In light of her Class Representative Service Payment and other consideration given, for purposes of Plaintiff's Release, in addition to the Released Class Claims described above, 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 Release 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 under state, federal, or local law, arising out of the matters alleged and claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 11984, et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (x) violation of California's unfair competition law (Business and Professions Code Sec. 17200, et seq.). The Release Period is the same as the Class Period. 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 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, based on the PAGA Period facts stated in the Operative Complaint in the Action and the PAGA Notice, including those arising from claims for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 11984, et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

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 Defendant’s Declaration in Support of Preliminary Approval. Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant 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 documents necessary for obtaining Preliminary Approval, including drafts of the Motion for Preliminary Approval and Approval of PAGA settlement, the proposed order, the proposed Class Notice, and supporting declarations. The supporting declarations shall include a 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. The supporting declarations shall also include a declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; and a declaration from Class Counsel’s firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd.(1)(1), this Agreement (Labor Code section 2699, subd. (1)(2)). In their Declarations, Plaintiff and Class Counsel Declaration shall aver whether they are 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 is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defense Counsel is responsible for not delaying this process.
- 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 CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 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 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 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, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant 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, 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 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 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 Settlement and includes the Class Member's 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.

- 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 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of Judgment, all Aggrieved Employees, including Non-Participating Class Members, are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of whether they opt out of the Class Settlement.
- 7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 60 days after the 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 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks 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 Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
 - 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 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).
 - 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator 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 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, 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 and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 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 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

8. **MOTION FOR FINAL APPROVAL.** Not later than 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 PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) 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.

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

- 8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 8.3 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.
- 8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
9. **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.

10. ADDITIONAL PROVISIONS

- 10.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) 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, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations or fiduciary duties owed to Class Members.
- 10.3 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 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 10.4 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.
- 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.6 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.
- 10.7 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.
- 10.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.9 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.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 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.
- 10.12 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.

- 10.13 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.
- 10.14 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 Defendant 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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 10.15 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.
- 10.16 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.
- 10.17 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:	Edwin Aiwarzian Vartan Madoyan Lawyers for Justice, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021 edwin@calljustice.com vartan@calljustice.com
To Defendant:	Michael Carlin Hiroki Suyama Squire Patton Boggs (US) LLP Los Angeles, California 90071 Tel: (213) 624-2500 Fax: (213) 623-4581 Michael.Carlin@squirepb.com Hiroki.Suyama@squirepb.com

10.18 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.

10.19 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, upon the signing of this Agreement, and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

08/13/2024

Dated: August __, 2024

Electronically Signed: 2024-08-13 19:22:05 UTC - 172.59.194.151
Hiroki Suyama
79352499-d24a-4d8a-bf85-b1cb01200d56

By: Patrice Morgan

Dated: August __, 2024

Enry JP Corporation

By: _____

Title: _____

Dated: August 13, 2024

Lawyers *for* Justice, PC



Edwin Aiwazian
Vartan S. Madoyan
Attorneys for Plaintiff

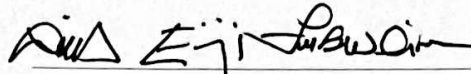
Dated: August __, 2024

Squire Patton Boggs

Michael A. Carlin
Hiroki Suyama
Attorneys for Defendant

Dated: August 14, 2024

Enry JP Corporation



By: Eiji Fukushima

Title: CEO

Dated: August __, 2024

Lawyers for Justice, PC

Edwin Aiwazian
Vartan S. Madoyan
Attorneys for Plaintiff

Dated: August 14, 2024

Squire Patton Boggs



Michael A. Carlin
Hiroki Suyama
Attorneys for Defendant

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES
*Patrice Morgan on behalf of herself, all others similarly situated, and on behalf of the
general public, Plaintiff, vs. Enry JP Corporation, Defendant*
Case No. 12STCV00931

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All persons who were employed, whether currently employed or formerly employed, by Enry JP Corporation (doing business as Gyu-Kaku Japanese BBQ Restaurant in Cerritos, Tustin, and San Diego) as an hourly, non-exempt employee at any time from the time period of January 13, 2019 through February 25, 2024.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All persons who were employed, whether currently employed or formerly employed, by Enry JP Corporation as an hourly, non-exempt employee at any time from the time period of January 13, 2019 through February 25, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?	Page 2
2. What Is This Case About?	Page 2
3. Am I a Class Member?	Page 2
4. How Does This Class Action Settlement Work?	Page 2
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?	Page 3
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
8. How Do I Object to the Settlement?	Page 4
9. How Does This Settlement Affect My Rights?	Page 4
10. How Much Can I Expect to Receive From This Settlement?	Page 5
11. How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 6

1. Why Have I Received This Notice?

Enry JP Corporation's (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described below, from January 13, 2019 through February 25, 2024 (the "Class Period").

A Preliminary Approval Hearing was held on [date], in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [date of final approval] at 8:30 a.m. in Department 11 before Judge David S. Cunningham III, located at 312 North Spring Street, Los Angeles, CA 90012.

2. What Is This Case About?

The action entitled *Patrice Morgan on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiff, vs. Enry JP Corporation, Defendant*, was commenced by Plaintiff on January 13, 2023 and is pending in the Los Angeles Superior Court (Case Number 23STCV00931). Plaintiff Patrice Morgan ("Plaintiff") brought this action against Defendant seeking damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) failure to pay overtime; 2) failure to provide meal periods; 3) failure to authorize and permit rest periods; 4) failure to pay minimum wage; 5) waiting time penalties for failure to pay all wages due at time of termination; 6) failure to timely pay wages; 7) failure to comply with itemized employee wage statement provisions; 8) failure to keep required payroll records; 9) failure to reimburse business expenses; 10) violation of the Unfair Competition Law; and 11) violations under the Private Attorneys General Act ("PAGA").

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Defendant contends that Class Members were properly compensated and expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member?

You are a Class Member if you worked for Enry JP Corporation in California as an hourly, non-exempt, employee at any time from the time period of January 13, 2019 to February 24, 2024.

4. How Does This Class Action Settlement Work?

In this Class Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

The Court has decided that the Lawyers for Justice, PC is qualified to represent you and all other Class Members simultaneously.

<u>Attorneys for Plaintiff and the Class</u>	<u>Attorneys for Defendant</u>
Lawyers for Justice, PC Edwin Aiwazian Vartan Madoyan 410 Arden Ave # 203 Glendale, CA 91203 Telephone: (818) 619-2080 Facsimile: (818) 265-1020	SQUIRE PATTON BOGGS Hiroki Suyama Michael A. Carlin 555 South Flower Street, 31st Floor Los Angeles, CA 90071 Telephone: (213) 624-2500 Facsimile: (213) 623-4581

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **Do NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class. If the Court grants final approval of the settlement, you will not receive a share of the payment for Class Members, and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims as defined in Section No. 9 below. Do not opt out if you wish to receive benefits pursuant to this Settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

The Final Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the Class Action or its merits.

In the alternative, if you are a Class Member you may appear in Court (or hire an attorney to appear in Court) to present verbal objections to the Settlement during the Final Approval Hearing.. If the Court rejects the objection(s), you will receive a payment if appropriate under the Settlement and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties’ from the Released Class Claims. The Released Class Claims are as follows:

Released Class Claims: Class members who do not opt out of the Settlement will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined below) from all claims under state, federal, or local law, arising out of the matters alleged and claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 11984, et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (x) violation of California’s unfair

competition law (Business and Professions Code Sec. 17200, et seq.). The Release Period is the same as the Class Period. This release does not apply to 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. Released Parties means Defendant and each of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

10. <i>How Much Can I Expect to Receive From This Settlement?</i>

Defendant under this Agreement will pay \$900,000.00 ("Gross Settlement Amount" or "GSA"), plus Defendant's share of payroll taxes in accordance with the Settlement.

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) Payments to Plaintiff in an amount up to \$20,000 for prosecution of the Class Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$12,000; (4) payment to Class Counsel in an amount not to exceed \$315,000 (35% of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$25,000 for litigation costs; and (5) payment to the California Labor and Workforce Development Agency of \$90,000 (which is required as part of settling Plaintiff's PAGA claims). All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will assign to each Participating Class Member (i.e., each Class Member who has not opted out of the Settlement) a "Settlement Ratio," which shall be a fractional number calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Your payment will be apportioned as follows: 20% wages, 80% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The Settlement Administrator will determine the amount of employer taxes and fees (e.g. FICA and EDD) that are due and will pay that amount to all taxing authorities out of the Gross Settlement Amount, which will reduce the amount of each Participating Class Member's payment. Each Participating Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by such Participating Class Member on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

It is strongly recommended that upon receipt of your payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day void date, the Settlement Administrator will cancel said checks, and those funds will be transmitted to Legal Aid Foundation of Los Angeles. The Settlement Administrator will not issue 1099 or W-2 forms to Participating Class Members who do not cash their Individual Settlement Share checks.

11. <i>How Will the Attorneys for the Class and the Class Representative Be Paid</i>

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed thirty five percent of the Gross Settlement Amount (\$315,000) for attorney fees and up to \$25,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff, as the Class Representative, will also be paid, subject to Court approval, an amount not to exceed \$20,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Enry JP Corporation Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 312 North Spring Street, Los Angeles, CA 90012 between 8:30 a.m. and 4:00 p.m. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.