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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DANA BECERRA and SABRINA NORSWORTHY, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

HUNGRY MARKETPLACE, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants

Case No. 22STCV37436

CLASS ACTION

[Assigned for all purposes to the Hon. William F. Highberger, Dept. SSC-10]

DECLARATION OF TUVIA KOROBKIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: April 30, 2026
Time: 10:00 a.m.
Dept.: SSC-10

Action Filed: November 30, 2022
Trial Date: None Set

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DANA BECERRA and SABRINA NORSWORTHY

I, TUVIA KOROBKIN, declare as follows:

1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of record (along with our co-counsel) for Plaintiffs Dana Becerra and Sabrina Norsworthy ("Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. For events that transpired after I joined Marquee Law Group, I have personal knowledge of such facts. For events that transpired prior to my joining Marquee Law Group, I am informed of these facts through my review of the file and discussions with other attorneys in my office.

2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I have practiced almost exclusively in the area of employment litigation. From May 2010 to May 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and Setareh Law Group focused on representing employees in wage and hour and wrongful termination actions, including wage and hour class actions. Although non-exhaustive, the types of work I performed at those firms included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and opposing a variety of motions including motions for summary judgment, motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs and attending mediations; drafting long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in connection with employment matters.

3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo, California, as an associate attorney. In December 2019 I was promoted to Partner, a position I held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties identified in the preceding paragraph, and I also managed junior and mid-level associates. During my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys General Act ("PAGA") actions, resulting in more than $100 million in total settlements on behalf of California workers.

4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the firm's Class Action Department, where I grew the Class Action Department to approximately 80 active wage and hour class and PAGA actions throughout California. In addition to managing the caseload and day-to-day operations of the Class Action Department, I supervised associate attorneys and performed many of the same duties described in the two prior paragraphs.

5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the Class Action Department. I currently manage and play an active role in approximately 55 active wage and hour class actions and PAGA actions throughout California, and I perform many of the same job duties as I performed in my prior roles, in addition to supervising other attorneys' work on those cases.

6. The following is a non-exhaustive list of wage and hour class action settlements in which I was appointed as class counsel and that have received final approval: *Bellinghausen v. Tractor Supply Company,* Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on behalf of retail employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Montgomery v. Del Monte Corp.,* et al, Case No. 13C0204, Kings County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on behalf of manufacturing employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation,* JCCP 4792, Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of settlement on behalf of automotive factory workers involving claims for failure to pay overtime,

failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc*., Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC*, *et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc*., Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC,* Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims); *Salas v. Alsco, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger presiding (granted final approval of settlement on behalf of linen distribution employees involving claims for failure to pay wages, meal and rest period violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.,* Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, Thomson Reuters recognized me as a "Rising Star" in Southern California in the area of employment law in the annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. I was recently selected as a "Super Lawyer" by the same magazine for the year 2026, again in the field of employment litigation.

9. I have been intimately involved in every aspect of this case since joining Marquee Law Group in March 2024. Based on my extensive experience litigating similar wage and hour class and PAGA actions, I believe the proposed Settlement is fair, reasonable and adequate for the Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. Attached as **Exhibit A** to the Settlement is the Class Notice to be mailed to members of the Settlement Class.

10. Hungry Marketplace, Inc. ("Hungry") is a meal delivery service company that operates throughout the Unites States, including in California. Hungry partners with chefs around the country to provide home meal delivery services, catering, and other culinary services. Plaintiffs and Settlement Class members are delivery drivers who worked for Hungry during the Class Period and were classified by Hungry as independent contractors. Ms. Norsworthy worked a Hungry delivery driver in the Oakland area from approximately April 2022 to June 2022.

11. On February 7, 2023, Plaintiff Norsworthy, through my firm, filed an action against Hungry alleging wage and hour violations and individual claims for wrongful termination, in Alameda County Superior Court. On October 2, 2023, Plaintiff Norsworthy, through my firm, amended her complaint to add claims under the PAGA for misclassification, failure to pay overtime wages, failure to provide meal and rest periods, and several other Labor Code violations. This followed Ms. Norsworthy's submission, through my office, of PAGA notice letter on June 22, 2023, a true and correct copy of which is attached hereto as **Exhibit 2**.

12. In the *Norsworthy* action, the parties engaged in formal written discovery with respect to both the individual and PAGA claims. The parties agreed to mediate with Jonathan Andrews, Esq. on February 15, 2024. That mediation was unsuccessful. After the failed mediation, the parties engaged in additional formal discovery, including Ms. Norsworthy's deposition. Hungry subsequently brought several motions, including a motion to stay Ms. Norsworthy's PAGA claims, a motion to compel arbitration, and a motion for summary judgment on the PAGA claims. Each of those motions was denied.[1]

13. The Parties in *Becerra* and *Norsworthy* subsequently agreed to a global mediation, this time with Hon. Richard Stone (Ret.), to try and resolve all claims in both actions. That mediation took place on August 24, 2024. That mediation, too, was unsuccessful. However, Judge Stone continued to follow up with the Parties, and eventually made a mediator's proposal that was ultimately accepted by the Parties on or about November 25, 2024. Over the following

[1] As noted, Ms. Norsworthy's action also included individual wrongful termination claims, which were resolved as part of a separate settlement agreement. All of the litigation work described herein pertained, in whole or in part, to the class/PAGA claims resolved by the Settlement.

months, the Parties negotiated their long-form settlement agreement, eventually executing the Settlement in August 2025.

14. On October 21, 2025, pursuant to the Parties' stipulation, Plaintiffs filed the operative Second Amended Class and Representative Complaint ("Complaint") in the Action. The Complaint consolidated all class and PAGA claims alleged by both Plaintiffs.

15. Plaintiffs allege that, until approximately December 2024 (when Hungry ceased engaging independent contractor delivery drivers in California), Hungry misclassified its California delivery drivers (also known as "Delivery Captains") as independent contractors. As a result, Plaintiffs allege that Hungry failed to pay at least the minimum wage for all hours worked, failed to pay overtime, failed to provide meal periods and rest periods, failed to reimburse expenses, and failed to timely pay wages, among other violations. Plaintiffs also allege derivative claims for failure to issue accurate itemized wage statements, failure to pay all wages upon termination, and unfair competition. Plaintiffs also seek PAGA penalties for these violations.

16. For its part, Hungry contends that its drivers were always properly classified. Hungry asserts that it is not a delivery business; it is a technology platform that connects chefs with customers. Drivers, therefore, do not provide a service that is within the usual scope of Hungry's business. Drivers also have complete autonomy and discretion to choose which delivery routes they accept, Hungry argues, and therefore Hungry does not exert control over drivers' work. Finally, drivers are free to work for other companies at the same time as they work for Hungry, and in fact many drivers do so. Therefore, Hungry argues, Hungry meets the "ABC" test for classifying drivers are independent contractors set forth in the *Dynamex* case. Hungry also contends that it meets various exemptions from the ABC test like the referral agency and business-to-business exemptions (Lab. Code, §§ 2776-2777), and that the more employer-friendly *Borrello* test therefore applies to its drivers.

17. Hungry further asserts that to the extent it would be found to have misclassified its drivers, any damages would be minimal. Hungry contends that its Drivers earn wages that equate to much more than the minimum wage for all hours worked (approximately $21 per hour), and that Drivers worked very little, if any, overtime. Hungry also argues that Drivers are free to

take meal periods and rest periods whenever they choose, as their work is not directly supervised or directed. Hungry also asserts that it has paid a significant amount of reimbursements to its Drivers during the relevant time period, and in any event, it builds in reasonable reimbursement of Drivers' work-related expenses into the wages it pays Drivers, as it is permitted to do under the prevailing case law.

18. Hungry also argues that Plaintiffs' claims would not be able to proceed on a classwide basis. First, Hungry argues that the question of whether all Drivers were misclassified could not be adjudicated with one common question, as the individual circumstances of each Driver would need to be examined, for example whether the Driver was free from Hungry's control, the extent to which the Driver held themselves out for other employment, and other individualized factors. Second, Hungry argues that the arbitration agreements – which this Court already found enforceable as to Plaintiff Becerra – would prevent Plaintiffs from representing other drivers on a classwide basis. Moreover, notwithstanding the arbitration agreements, Hungry argues that each of Plaintiffs' claims would require individualized inquiries that would defeat class certification. For example, Hungry asserts that adjudicating Plaintiffs' claims would require individualized inquiries into whether each Driver worked overtime and how many overtime hours each Driver worked on each individual shift. As for meal periods, inquiries would need to be made into whether each Driver took a meal period on each individual shift, and if not, *why* the meal period was missed. Likewise, rest periods (which do not need to be recorded) would pose a challenge to manageability since, again, each Driver's potential recovery (if any) would need to be litigated shift-by-shift. As for expense reimbursements, Hungry argues each Driver would need to provide evidence of the expenses he or she incurred, and individual inquiries would be necessary to assess whether each Driver's expenses were reasonably incurred, and if so, whether each Driver's compensation and/or expense reimbursements were adequate to cover his/her expenses incurred.

19. Finally, Hungry argues that Plaintiffs' derivative claims for wage statement penalties, waiting time penalties, and PAGA penalties would fail for the same reasons the underlying claims would fail. Moreover, Hungry asserts it has strong, good-faith defenses to

Plaintiffs' underlying claims, precluding imposition of penalties both for the misclassification claim and for the derivative penalty claims. Hungry further contends it provided earnings statements to its Drivers, and that those statements always accurately reflected amounts *paid* to Drivers and therefore no wage statement violations occurred.

20. As for PAGA penalties specifically, Hungry maintains that given its good-faith defenses and honest attempts to comply with the law, the Court would exercise its discretion to substantially reduce PAGA civil penalties even if it found in Plaintiffs' favor on the underlying claims, pursuant to Labor Code § 2699(e)(2).

21. In addition to the formal discovery described above, the Parties engaged in an informal exchange in connection with mediation. Hungry produced payroll and other records for the majority of putative class members; its relevant policies; data points including the total number of putative class members, total number of workweeks/pay periods, and other metrics; and other relevant documents and information. My office hired an expert data analyst to analyze and extrapolate the data. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims and Hungry's defenses.

22. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	$2,600,000.00
Minus Court-approved attorneys' fees (up to 33.3%):	$866,666.67
Minus Court-approved costs (up to):	$75,000.00
Minus Court-approved Service Awards:	$20,000.00
Minus Amount Set Aside as PAGA penalties:	$400,000.00
Minus estimated settlement administration costs:	$10,000.00
Net Settlement Amount ("NSA"):	**$1,228,333.33**
PLUS 25% of PAGA penalties ("PAGA Amount"):	$100,000.00
Total Amount Paid to Settlement Class:	**$1,328,333.33**

23. The Settlement provides for Hungry to pay a non-reversionary Gross Settlement Amount ("GSA") of $2,600,000. After deducting attorney fees, litigation costs, Plaintiffs' service awards, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately $1,328,333.33 to the Settlement Class. There are approximately 271 Settlement Class members. Thus, the average payment to Settlement Class members is estimated to be $4,901.60.

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24. The GSA will be funded no later than 28 days after the Effective Date. If there are no objections to the Settlement, the Effective Date will be 65 days after the Court grants final approval of the Settlement.

25. While Plaintiffs are confident in the merits of their claims, Plaintiffs acknowledge there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As described above, Hungry presented multiple defenses to Plaintiffs' claims, both on the merits and to class certification, rendering success uncertain.

26. With respect to Plaintiffs' claim for misclassification under Labor Code § 226.8, Plaintiffs estimated a potential recovery of $5,000-$10,000 per putative class member, which are the respective minimum penalties provided in Labor Code § 226.8(b)-(c). Thus, Plaintiffs assumed the average of those two numbers, or $7,500, as the potential penalty for each putative class member, resulting in potential exposure of: $7,500 x 271 = $2,032,500. But as noted above, Hungry presented several defenses to this claim, including but not limited to its assertion that drivers would satisfy the ABC test for independent contractors, and that they qualified for exceptions from the ABC test. Moreover, in light of Hungry's defenses, Plaintiffs believed that the chances of proving a "willful" violation, which is a prerequisite under Labor Code § 226.8(a)(1), were significantly impacted and reduced the value of this claim. Moreover, as this penalty can only be recovered through a PAGA action, Hungry argued that the Court has discretion to reduce the award, and that the Court would do so in this case where Hungry presented multiple good-faith defenses. Thus, Plaintiffs discounted the value of this claim by 40% for risk of losing on the merits, and by an additional 60% for risk of the Court reducing the amount of penalties, to arrive at a realistic valuation of $487,800 for this claim.

27. As for Plaintiffs' unpaid wages claim, and based on their own experience and conversations with other drivers, Plaintiffs assumed an average of approximately 2 hours of unpaid overtime per workweek. Hungry represents that Class members worked approximately 3,685 workweeks in the Class Period during which they were classified as independent contractors. Thus, Plaintiffs estimated a total of 7,370 unpaid overtime hours (3,685 workweeks x 2). Based on payroll data produced by Hungry in connection with mediation, Class members'

average hourly rate was approximately $21/hr. Thus, Plaintiffs calculated Hungry's exposure on the unpaid wages claim as: 7,370 x $21 x 1.5 = $232,155. As noted above, however, Hungry presented several defenses to this claim, including its defenses to the underlying misclassification claim, its argument that Drivers worked very little, if any, overtime (and therefore Plaintiffs' damages estimates were inflated), and its defenses to class certification based on, *inter alia*, the arbitration agreements and individual inquiries that would be necessary to establish liability and damages for each Class member. In light of these defenses, Plaintiffs discounted the value of this claim by 10% for risk of non-certification and an additional 15% for risk of losing on the merits or failing to recover the full amount sought, for a realistic exposure of $177,599 on this claim.

28. As for Plaintiffs' meal and rest period claims, Plaintiffs assumed two potential premiums (i.e., one meal period premium and one rest period premium) on each day that Class members worked while being classified as independent contractors during the Class Period. Thus, and assuming 5 days per workweek, Plaintiffs calculated Hungry's potential exposure as follows: 3,685 workweeks x 5 days/week x 2 violations/day x $21/hr per violation = $773,850. However, and as noted above, Hungry asserted several affirmative defenses, including that Drivers were properly classified as independent contractors, that Drivers were not directly supervised and therefore could take meal and rest periods whenever they chose, as well as the difficulties Plaintiffs would face in certifying these claims, given the arbitration agreements as well as the fact that, Hungry argues, liability and damages would need to be proven by investigating each individual shift worked by each individual Driver. Hungry also argued that Plaintiffs' potential damages were severely inflated, as very few Drivers actually worked for Hungry 5 days a week on a consistent basis; many worked very part time for Hungry while holding down other jobs. In light of these defenses, Plaintiffs discounted this claim by 15% for risk of non-certification, and an additional 20% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $526,218 on the meal and rest period claims.

29. With respect to their reimbursement claim, Plaintiffs assumed a reasonable cell phone reimbursement of $25 per month, as well as an additional $400 per month for automotive expenses including maintenance, gas, and repairs, for a total of $425 per month. Class members

worked approximately 922 months (3,685 weeks ÷ 4) during the Class Period while being classified as independent contractors. Thus, Plaintiffs calculated Hungry's potential exposure on this claim as: 922 x $425 = $391,850. As noted, however, Hungry asserted several defenses to this claim, including its overarching defense that Drivers were properly classified as independent contractors; the fact that Hungry paid thousands of dollars of reimbursement to its Drivers during the Class Period, demonstrating that it reimbursed reasonable expenses when it was aware of them; and that this claim would not be certified given the presence of arbitration agreements and the individualized inquiries that would be necessary to adjudicate this claim. In light of these defenses, Plaintiffs discounted the value of this claim by 10% for risk of non-certification, and an additional 25% for risk of losing on the merits or failing to recover the full amount sought, for a realistic exposure of $264,499.

30. Plaintiffs allege that Hungry failed to issue accurate itemized wage statements that conformed with the requirements of Labor Code § 226. Drivers were paid weekly, and thus, each of the 3,685 workweeks in the Class/PAGA period also represents a pay period. Using the $50 "initial" and $100 "subsequent" penalties prescribed Labor Code § 226(e), Plaintiffs calculated Hungry's potential exposure on this claim as: (271 * $50) + (3,414 * $100) = $354,950. However, and as explained above, Hungry presented multiple defenses to this claim, including but not limited to: the defenses to Plaintiffs' underlying claims; the fact that Hungry provide earnings statements that accurately reported what employees were *paid*, which Hungry contends is the purpose of Section 226; and the arbitration agreements that Hungry argues would preclude class certification. In light of these defenses, Plaintiff discounted the claim by 10% for risk of non-certification, and an additional 20% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $255,564 on the wage statement claim.

31. Plaintiffs further allege that, as a result of the above violations, Hungry is liable for waiting time penalties based on its failure to pay final wages to former employees. Given that Hungry stopped working with drivers classified as independent contractors in 2024, Plaintiffs assumed all 271 Class members were former employees eligible for a waiting time penalty. Assuming approximately 0.4 hours of overtime per workday and therefore an average waiting

time penalty of $5,418 ([($21/hr * 8 hrs) + (0.4 hrs * $21 * 1.5)] * 30 days), Plaintiffs estimated a maximum waiting time penalty exposure of $1,468,278 (271 * $5,418). Hungry, however, asserts it has strong, good-faith defenses to Plaintiffs' underlying claims, and any failure to pay wages was therefore not "willful" as a matter of law. Moreover, because the waiting time claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Hungry's defenses, both as to class certification and on the merits, to their underlying claims in order to recover waiting time penalties. Based on these defenses, Plaintiffs discounted the maximum exposure by 10% for risk of non-certification and by an additional 40% for risk of being unsuccessful on the merits, to arrive at a realistic exposure of $806,772.

32. Plaintiffs also allege that Hungry is liable for PAGA civil penalties as a result of the above violations (in addition to penalties under Section 226.8). Plaintiffs estimated a maximum PAGA exposure of $368,500, based on the $100 "initial" violation rate under Lab. Code § 2699(f) for each of the 3,685 pay periods. However, these penalties derive from Plaintiffs' underlying claims, each of which Hungry vigorously disputes (as described above). In addition, Hungry argues that the PAGA grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties significantly given Hungry's defenses and its good-faith efforts to comply with the law, which is particularly evidenced by its changing of its labor practices (i.e., no longer engaging independent contractor drivers in California). Thus, Plaintiffs discounted the maximum figure by 40% for risk of losing on the merits and/or not recovering a PAGA penalty for every pay period, and by an additional 50% for risk of the Court reducing penalties, to arrive at an estimated exposure of $110,550.

33. Using these figures, Plaintiffs estimated the *maximum* potential value of Plaintiffs' claims to be approximately $5,622,083 and the *realistic* total potential value of their claims to be approximately $2,629,002 if they had proceeded through class certification and trial on the merits. The proposed settlement of $2,600,000 therefore represents over 46% of the *maximum* value of Plaintiffs' claims and approximately 99% of Plaintiffs' reasonably forecasted *realistic* recovery if the case had proceeded through certification and trial.

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34. At final approval, Plaintiffs' counsel will request attorneys' fees of up to one-third of the GSA (currently estimated at $866,666.67), and up to $75,000 in litigation costs. My office has incurred substantial attorneys' fees in, among other things, conducting pre-filing investigation and legal research; preparing and filing the initial pleadings; propounding and responding to written discovery; preparing for and attending Ms. Norsworthy's deposition; successfully opposing a Motion to Stay, a Motion to Compel Arbitration, and a Motion for Summary Adjudication; preparing for and attending multiple mediation sessions; negotiating and preparing the Settlement; preparing this Motion; and otherwise prosecuting this case. My co-counsel have also incurred significant attorneys' fees in litigating the *Becerra* action, which is described in more detail in the Declaration of Shaun Markley filed concurrently herewith.

35. I anticipate that my office, along with our co-counsel, will incur significant future attorneys' fees in overseeing the Notice process, fielding phone calls from Settlement Class members, preparing the Final Approval Motion and supporting documents, and appearing at the Final Approval Hearing. In addition, based on my experience in similar wage and hour class and PAGA actions in California courts, fee awards in matters such as this one generally equal about one-third of the gross recovery.

36. Plaintiffs will each request an incentive payment of $10,000 at final approval. As will be fully briefed at final approval, Plaintiffs' requested incentive payments are in recognition of the time and effort they expended on behalf of the Settlement Class, including providing factual information and documents to my office and my co-counsel, identifying potential witnesses, attending multiple telephonic meetings with counsel to discuss the claims and theories at issue in the litigation, responding to discovery and sitting for deposition, reviewing the settlement agreement and other documents related to this case, and/or otherwise actively participating in the litigation.

37. Although the parties engaged in significant formal and informal discovery, they had not completed formal written and deposition discovery, which would have required expenditure of substantial time and resources. Plaintiffs also still had to file for class certification. Even if Plaintiffs obtained certification, the parties would incur considerable attorneys' fees and

costs through a possible decertification motion, motions for summary judgment, trial, and potential appeals. The proposed settlement avoids these risks, expense, and delays, and is therefore a favorable outcome for the Settlement Class.

38. In this case, my firm entered into a Joint Prosecution Agreement ("JPA") with our co-counsel at Nicholas & Tomasevic, LLP. Under the JPA, my firm will receive 55% of any attorney fees recovered in this matter, and Nicholas & Tomasevic will receive 45%. Both Plaintiffs agreed to this fee-split in writing, as evidenced by their respective signatures to the "Client Consent Pursuant to California Rules of Professional Conduct 1.5.1," true and correct copies of which are attached hereto as **Exhibit 3**.

39. The proposed Class Notice will be in English only. Hungry's platform that Class Members used to complete their work is entirely in English, as were all documents produced in this litigation, thus, there is no reason to expect that the Class will need translations here.

40. Pursuant to the requirements of the PAGA, my office is submitting a copy of the Settlement to the LWDA concurrently with the filing of the Motion for Preliminary Approval. A separate Proof of Service to that effect is being filed concurrently with the Motion.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 22, 2025 at Beverly Hills, California.

Tuvia Korobkin

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DANA BECERRA, an individual, on behalf of herself and all others similarly situated, Plaintiff, vs. HUNGRY MARKETPLACE, INC., a Delaware corporation; and DOES 1-100, inclusive, Defendant.	Case No.: 22STCV37436 CASE ASSIGNED FOR ALL PURPOSES TO: Judge William F. Highberger / Dept. 10 COMPLEX LITIGATION PROGRAM **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE** FAC Filed: May 8, 2023 Trial Date: Not Yet Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement (the "Agreement" or "Settlement") is made by and between Plaintiffs Dana Becerra and Sabrina Norsworthy (collectively, "Plaintiffs"), on the one hand, and Defendant Hungry Marketplace, Inc. ("Defendant"), on the other hand (Plaintiffs and Defendant are collectively referred to as, "Parties," or individually as "Party"). Subject to the approval of the Court, this action is hereby compromised and settled pursuant to the terms and conditions set forth below.

1. DEFINITIONS

1.1. **"Action"** means the Plaintiffs' putative class and representative action against Defendant, currently captioned *Dana Becerra v. Hungry Marketplace, Inc.*, Case No. 22STCV37436, initiated on November 30, 2022, and pending in the Superior Court of the State of California for the County of Los Angeles and the related individual arbitration before the American Arbitration Association ("AAA") captioned *Dana Becerra v. Hungry Marketplace, Inc.*, AAA Case No. 01-24-0002-3712.

1.2. **"Administrator"** means the neutral entity the Parties have agreed to appoint to administer the Settlement, as provided in Paragraph 8.1 below.

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

1.4. **"Class" or "Settlement Class"** means all of Defendant's delivery driver contractors or delivery drivers classified by Defendant as independent contractors that worked with Defendant in California at any time during the Class Period (Class Period defined below).

1.5. **"Class Counsel"** means Nicholas & Tomasevic, LLP and Marquee Law Group, APC.

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

1.7. **"Class Data"** means Class Member identifying information in Defendant's possession including each Class Member's (1) name; (2) last-known mailing address; (3) social security number; (4) number of Workweeks, as defined below; and (5) number of Pay Periods, as defined below.

1.8. **"Class Member"** or **"Settlement Class Member"** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

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

1.10. **"Class Notice"** means the Court Approved Notice of Class and PAGA Action Settlement, 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.

1.11. **"Class Period"** means the period from November 9, 2021 through the date of preliminary approval of the Settlement.

1.12. **"Class and PAGA Representatives"** means Dana Becerra (as to Class and PAGA claims asserted) and Sabrina Norsworthy (as to PAGA claims asserted) seeking Court approval to serve as Class and PAGA Representatives.

1.13. **"Class and PAGA Representative Service Payments"** means the payments to the Class and PAGA Representatives for initiating the Action, providing services in support of the Action, and in consideration for providing the general releases described in Paragraph 6.1 below.

1.14. **"Class Settlement"** means the settlement and release of Released Class Claims by Class Members, as defined below.

1.15. **"Court"** means the Superior Court of California for the County of Los Angeles.

1.16. **"Defendant"** means the named Defendant, Hungry Marketplace, Inc.

1.17. **"Defense Counsel"** means Jackson Lewis P.C.

1.18. **"Effective Date"** means the date when all of the following events have occurred: (1) the Agreement has been executed by all Parties, Class Counsel and Defense Counsel; (2) Plaintiffs have filed a Second Amended Complaint in the Action as described in Paragraph 3.1 below; (3) the Court has granted Preliminary Approval of the Settlement; (4) the Class Notice has been mailed to the Settlement Class, providing them with an opportunity to object to the terms of this Settlement or opt out of the Settlement; (5) the Court has held a formal fairness hearing and entered a Final Approval Order and Judgment certifying the Settlement Class, and approving the Settlement, including the PAGA Settlement; (6) Plaintiffs have provided notice of the PAGA Settlement and the Court's approval of the PAGA Settlement to the LWDA in accordance with Labor Code section 2698, *et seq*.; (7) sixty-five (65) days have passed since the Court has entered a Final Approval Order and Judgment; and (8) in the event there are written objections filed prior to the final fairness hearing that are not later withdrawn or denied, the later of the following events: five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five (5) court days after any appeal, writ or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

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

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

1.21. **"Final Judgment"** means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. **"Gross Settlement Amount"** means Two Million Six Hundred Thousand Dollars and Zero Cents ($2,600,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, the PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class and PAGA Representative Service Payments and the Administrator's Expenses.

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

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

1.25. **"LWDA Payment"** means seventy-five percent (75%) of the PAGA Payment that will be distributed to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA.

1.26. **"Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class and PAGA Representative Service Payments, and Administration

Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.28. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, et seq.

1.29. "PAGA Employee" means those Class Members that worked with Defendant in California during the PAGA Period, as defined below. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA.

1.30. "PAGA Payment" means the amount to be paid from the Gross Settlement Amount in settlement and satisfaction of Plaintiffs' claims against Defendant under PAGA, of which seventy-five percent (75%) shall be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) shall be paid to PAGA Employees ("Individual PAGA Payments").

1.31. "PAGA Period" means the period from November 9, 2021 through the date of preliminary approval of the Settlement.

1.32. "PAGA Settlement" means the settlement and release of Released PAGA Claims by PAGA Employees, as defined below.

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

1.34. "Pay Period" means any pay period during the PAGA Period which a PAGA Employee worked for Defendant in California for at least one day.

1.35. "Plaintiffs" means the named Plaintiffs Dana Becerra and Sabrina Norsworthy.

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

1.37. "Released Claims" means the claims being released in the Settlement, which includes the Released Class Claims, Released PAGA Claims, and Released Individual Claims, as described in Paragraph 6 below.

1.38. "Released Class Claims" means the claims being released in the Class Settlement, as described in Paragraph 6.2 below.

1.39. "Released Plaintiff's Claims" means the general release of claims by the Class and PAGA Representatives, as described in Paragraph 6.1 below.

1.40. "Released PAGA Claims" means the claims being released in the PAGA Settlement, as described in Paragraph 6.3 below.

1.41. "Released Parties" means Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defense Counsel of record in the Action.

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

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Response Deadline expiration date.

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

1.45. "Workweek" means any week during the Class Period which a Class Member worked for Defendant in California for at least one day as a delivery driver contractor or a delivery driver classified by Defendant as an independent contractor.

2. <u>RECITALS</u>

2.1. On November 9, 2022, Plaintiff Dana Becerra submitted a notice to the LWDA to advise of her intent to file a civil action against Defendant under PAGA.

2.2. On November 30, 2022, Plaintiff Dana Becerra filed a complaint against Defendant in Los Angeles County Superior Court, Case No. 22STCV37436 asserting the following claims: (1) failure to reimburse expenses (Labor Code section 2802); (2) failure to provide accurate wage statements (Labor Code section 226); (3) failure to pay overtime (Labor Code section 510); (4) failure to provide meal periods (Labor Code section 226.7); (5) failure to provide rest breaks (Labor Code section 226.7); (6)

unfair business practices (Business & Professions Code section 17200, et seq.). On May 8, 2023, Plaintiff Dana Becerra filed a first amended complaint against Defendant that asserted the same six claims as the original complaint and added a representative seventh claim for civil penalties under PAGA.

2.3. On February 7, 2023, Plaintiff Sabrina Norsworthy brought an action concerning her work with Defendant, the termination of that work, and Plaintiff's interactions with Defendant's employees, which is pending as *Sabrina Norsworthy v. Hungry Marketplace, Inc., et al.*, Superior Court for the State of California for the County of Alameda, Case No.: 23CV027464 ("Norsworthy Action"). Her original complaint asserted individual claims for (1) sex-based discrimination based on pregnancy (Government Code section 12900 et seq.); (2) disability discrimination (Government Code section 12900 et seq.); (3) failure to prevent discrimination and harassment (Government Code section 12900 et seq.); (4) failure to engage in good faith interactive process (Government Code section 12900 et seq.); (5) failure to accommodate (Government Code section 12900 et seq.); (6) retaliation (Government Code section 12900 et seq.); (7) wrongful termination; (8) constructive wrongful termination; (9) failure to provide meal periods (Labor Code section 226.7); (10) failure to provide rest periods (Labor Code section 226.7); (11) waiting time penalties (Labor Code sections 201, 203); and (12) failure to provide accurate wage statements (Labor Code section 226).

2.4. On June 22, 2023, Plaintiff Sabrina Norsworthy submitted a notice to the LWDA to advise of her intent to file a civil action against Defendant under PAGA.

2.5. On October 2, 2023, Plaintiff Sabrina Norsworthy filed a first amended complaint against Defendant in the Norsworthy Action that asserted the same twelve claims as the original complaint, plus 10 additional claims under PAGA.

2.6. On August 24, 2024, Plaintiffs and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Judge Richard Stone (Ret.). While a resolution was not reached at the mediation, the Parties continued to engage in negotiations with the assistance of the mediator, and ultimately reached an agreement in principle on November 25, 2024 to resolve all claims asserted or that could have been asserted based on the facts alleged by Plaintiffs in their respective lawsuits and within the scope of their PAGA notices to the LWDA.

2.7. Prior to mediation, Plaintiffs obtained through formal and informal discovery, time and pay records and other information relating to the size and scope of the Class, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs' 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*").

3. <u>CONDITIONS PRECEDENT TO SETTLEMENT</u>

3.1. Plaintiffs will file a Second Amended Complaint in the Action that adds (i) Sabrina Norsworthy as a named plaintiff as to the PAGA claim asserted; (ii) a claim on behalf of the putative Class for waiting time penalties (Labor Code sections 201-203); (iii) a PAGA representative claim under Labor Code sections 2698 and 2699 *et seq*. for all alleged violations of the California Labor Code set forth in Plaintiffs' PAGA notices to the LWDA, including claims under Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, and 2802, related California Industrial Commission Wage Orders, and including all claims for or related to alleged misclassification, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, unlawful deductions, and related claims for failure to maintain standard conditions of labor based on the above violations. Hungry Marketplace, Inc. will be the only Defendant named in the Second Amended Complaint. Upon Preliminary Approval of the Settlement, all PAGA claims asserted in the Norsworthy Action will be dismissed in that action without prejudice.

4. <u>MONETARY TERMS</u>

4.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Million Six Hundred Thousand Dollars and Zero Cents ($2,600,000.00) and no more as the Gross Settlement Amount and without any employer payroll taxes owed on Individual Class Payments as at all times the Class has been classified as independent contractors. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.2 of this

Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4.2. 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 Order:

4.2.1. To Plaintiffs. Class and PAGA Representative Service Payments to the Class and PAGA Representatives of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) each (i.e., Twenty Thousand Dollars and Zero Cents ($20,000.00) total), in addition to any Individual Class Payments and Individual PAGA Payments the Class and PAGA Representatives are entitled to receive in connection with the Settlement. Defendant will not oppose Plaintiff's request for Class and PAGA Representative Service Payments that does not exceed these amounts. Plaintiffs will seek Court approval for any Class and PAGA Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class and PAGA Representative Service Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class and PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any and all taxes owed on their Class and PAGA Representative Service Payments and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

4.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be Eight Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($866,666.67) and a Class Counsel Litigation Expenses Payment of not more than Seventy-Five Thousand Dollars and Zero Cents ($75,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs will seek Court approval for any Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any and all 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.

4.2.3. <u>To the Administrator.</u> An Administrator Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents $10,000.00 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 Ten Thousand Dollars and Zero Cents $10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4. <u>To Each Participating Class Member</u>. 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. Each Participating Class Member will be entitled to receive an Individual Class Payment equal to at least one (1) Workweek.

4.2.4.1. <u>Tax Allocation of Individual Class Payments</u>. 100% of each Participating Class Member's Individual Class Payment will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any and all taxes owed on their Individual Class Payment.

4.2.4.2. <u>Effect of Non-Participating Class Members on Calculation of Individual Class Payments</u>: Non-Participating Class Members will not receive any Individual Class Payments. Any funds that would have been paid to Non-Participating Class Members will revert to the Net Settlement Amount to be paid to Participating Class Members.

4.2.5. <u>To the LWDA and Aggrieved Employees</u>. The PAGA Payment not to exceed Four Hundred Thousand Dollars and Zero Cents ($400,000.00), with seventy-five percent (75%) allocated to the LWDA as the LWDA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.5.1. The Individual PAGA Payments will be calculated by (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment ($100,000.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Pay Periods. Each PAGA Employee will be entitled to receive an Individual PAGA Payment equal to at least one (1) Pay Period. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability for any and all taxes owed on their Individual PAGA Payments.

5. <u>SETTLEMENT FUNDING AND PAYMENTS</u>

5.1. <u>Class Data.</u> Not later than twenty-eight (28) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access of the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not be permitted to share any Class Data with Plaintiffs, Class Counsel, or any other individual or entity absent express written approval by Defendant or Defense Counsel. 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.

5.2. <u>Funding of Gross Settlement Amount</u>. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-eight (28) days after the Effective Date.

5.3. <u>Payments from the Gross Settlement Amount</u>. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class

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

5.3.1. The Administrator will issue checks for the Individual Class Payments and 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 (one hundred eighty (180) days after the date of mailing) when the check will be voided (the "void date"). The Administrator will send checks for (i) Individual Settlement Payments to all Participating Class Members and (ii) Individual PAGA Payments to all PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.3.2. The Administrator must conduct a Class Member Address Search (i.e., "skip trace") for all other Class Members whose checks are retuned undelivered without United States Postal Service ("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.

5.3.3. A postcard will be mailed by the Settlement Administrator to all Class Members with checks that remain uncashed ninety (90) days after issuance to notify those Class Members about void date.

5.3.4. The Administrator will cancel all checks not cashed by the void date. 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 check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b).

5.3.5. The payment of Individual Class Payments and/or 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.

6. <u>RELEASE OF CLAIMS</u>. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, Class Counsel, and the LWDA will release claims against all Released Parties as follows:

6.1. <u>Plaintiffs' Release</u>. In addition to the Released Class Claims and Released PAGA Claims, as described below, each Plaintiff and their 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 against Defendant based on the acts, omissions, or other conduct of Defendant or its officers, directors, employees, shareholders, agents, attorneys, or persons acting on its behalf, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which each Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' 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. Nor does it extend to any separate written contractual obligations that Defendant or Released Parties may have to either of the Plaintiffs. Each Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, each 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.**

6.2. 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 the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 210, 218.5, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, the California Code of Regulations, and claims for violations of the Business and Professions Code sections 17200, et seq. based on the above violations, and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to maintain required records, failure to reimburse necessary business expenses, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, and any related allegation of failure to maintain standard conditions of labor, improper classification, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the Class Period ("Released Class Claims").

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. The Released Class Claims only include claims arising during those workweeks in which Participating Class Members were classified by Defendant as independent contractors.

6.3. Release by PAGA Employees. All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs' notices to the LWDA (as described in Paragraph 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, and 2802, and any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, and including all claims for or related to alleged misclassification, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, unlawful deductions, and any related claims for failure to maintain standard conditions of labor, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint (which will be the Second Amended Complaint) during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims only include claims arising during those workweeks in which PAGA Employees were classified by Defendant as independent contractors.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1. Plaintiffs' Responsibilities. At least three (3) court days prior to filing the Motion for Preliminary Approval, Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Class Settlement and approval of the PAGA Settlement under Labor Code section 2699(f)(2), including drafts of the notice, memorandum in support, declarations in support, and proposed Order Granting Preliminary Approval. The proposed Order Granting Preliminary Approval shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Order with the Court. Plaintiffs shall also consider in good faith any and all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court.

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

8. SETTLEMENT ADMINISTRATION.

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

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.

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

8.4. Notice to Class Members.

8.4.1. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after Defendant delivers the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. In addition, before mailing the Class Notices, the Administrator will circulate an Excel spreadsheet to Class Counsel and Defense Counsel that contains the preliminary calculations for payments to each Class Member (anonymized to remove Class Member name and contact information), and obtain approval from Class Counsel and Defense Counsel of those preliminary calculations.

8.4.2. Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search (i.e., a "skip trace"), 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 USPS a second time.

8.4.3. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (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.

8.4.4. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever is later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice. A Request for Exclusion is a signed letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and which must include the Class Member's name, address, email address or telephone number, and last four digits of his or her Social Security Number. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.

8.5.2. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class 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 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. 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 there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA, and further PAGA claims are subject to claim preclusion upon entry of Judgment, Non-Participating Class Members who are PAGA Employees will be deemed to have released the Released PAGA Claims described in Paragraph 6.3 of this Agreement and will remain eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (or at least fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax or mail. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked or fax stamped and returned to the Settlement Administrator at the specified address or fax telephone number below, and contain: (1) the Settlement Class Member's full name, signature, address, telephone number, and the last four digits of his/her/its Social Security number; (2) the number of Workweeks the Settlement Class Member contends is correct; and (3) any evidence supporting his/her/its contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator may consult with both Class Counsel and Defendant's Counsel in adjudicating any Workweek/Pay Period challenge. The Administrator's determination of each Class Member's allocation of Workweeks and 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 or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. 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 and PAGA Representative Service Payments.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax 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 at their own expense. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (or at least fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1. Toll-Free Number. The Administrator will maintain and monitor a toll-free telephone number(s) to receive Class Member calls and faxes.

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

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

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

8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are 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.

8.8.6. Final Report by Settlement Administrator. At least fourteen (14) 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(s) in Court.

9. WORKWEEK ESTIMATE AND ESCALATOR CLAUSE. Based on a review of its records, Defendant estimated for purposes of mediation that there were approximately 271 Class Members who collectively worked an estimated total of 3,685 Workweeks between the beginning of the Class Period and November 25, 2024. If, at the end of the Class Period, the actual total Workweeks worked by the Class Members during the Class Period exceeds this figure by more than 10% (i.e., if there are 4,054 or more total Workweeks), Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those Workweeks worked in excess of ten percent (10%) of the current 3,685 estimate (i.e., if there is a twelve percent (12%) increase in the total Workweeks, Defendant shall increase the Gross Settlement Amount by two percent (2%)), or (ii) elect to cut off the Class Period as of the date the total Workweeks worked by Class Members during the Class Period does not exceed ten percent (10%) of the 3,685 estimate (i.e., so that the total Workweeks is below 4,054).

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

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699(1), a Proposed Final

Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of all documents to be filed, including drafts of the notice, memorandum in support, declarations in support, and proposed Final Approval Order and Judgement, at least three (3) court days prior to filing the Motion for Final Approval. The proposed Final Approval Order and Judgement shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Final Approval Order and Judgement with the Court. Plaintiffs shall also consider in good faith any and all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Final Approval being filed with the Court.

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

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the PAGA Payment, Class and PAGA Representative Service Payments, 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.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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. If any Party brings a motion or action to enforce the terms of this Settlement, then the prevailing party in such action or motion shall be entitled to recover his/her/its reasonable attorneys fees and costs incurred in such action or motion.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel

Litigation Expenses Payment 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.

11.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If a 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 and PAGA Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

13.1. No Admission 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 or any other Released Party that any of the allegations in this Action have merit or that Defendant or any other Released Party has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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 not grant Preliminary Approval or 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 Plaintiffs reserve 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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class 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 make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets, 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 any related matters; (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. Plaintiffs and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information within two (2) court days of Plaintiffs and/or Class Counsel's receipt of any such order, inquiry, or subpoena. Plaintiffs and Class 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. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of and adhere to the restriction against any public disclosures regarding the Settlement This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. The Parties agree that the provisions in this paragraph are material terms of this Settlement Agreement.

13.3. Confidentiality After Preliminary Approval. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, Plaintiffs and Class Counsel shall issue no press release, and shall not post or display information, opinions, statements or content on any social media site (like Facebook, Twitter etc.), website, or blog, regarding this Settlement Agreement or this Action. This prohibits any posting on Class Counsel's website concerning this Action or this Settlement Agreement, with the exception of a general description of the settlement without mentioning Defendant by name (e.g., "$2.6 million settlement on behalf of food delivery drivers"). In the event that Plaintiffs or Class Counsel receives any inquiry from a third party about this litigation or its termination, Plaintiffs and Class Counsel may state only that "the matter was resolved." Class Counsel will take all steps necessary to ensure Plaintiffs are aware of and adhere to the restriction against initiating any media comment. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience, from discussing the terms of the Settlement with Class Members, or from including information regarding the Settlement in any action or motion to enforce the Settlement. The Parties agree that the provisions in this paragraph are material terms of this Settlement Agreement.

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

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

13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

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

13.8. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.9. No Tax Advice. Neither Plaintiffs, 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.

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

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

13.12. Released Parties are Third-Party Beneficiaries. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiffs, Participating Class Members, or PAGA Employees, or any party acting on Plaintiffs, Participating Class Members', and/or or PAGA Employees' behalf.

13.13. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein, including the general release described in Paragraph 6.1 above. Plaintiffs further agree that, upon signing this Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

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

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

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

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

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

13.19. 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 court day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

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

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

13.22. Dismissal of AAA Case. Within seven (7) days of the Effective Date, Plaintiff Dana Becerra will request that the case captioned *Dana Becerra v. Hungry Marketplace, Inc.*, AAA Case No.

01-24-0002-3712 be dismissed in its entirety with prejudice.

/ / /

DATED: August 14, 2025 DANA BECERRA

Dana Becerra
Dana Becerra (Aug 15, 2025 08:28:58 PDT)
____

DATED: August __, 2025 SABRINA NORSWORTHY

____

DATED: August __, 2025 HUNGRY MARKETPLACE, INC.

____

By: __________________________

Title: _________________________

Approved as to form and content:

MARQUEE LAW GROUP, APC

DATED: August __, 2025 By: ______________________________________
F. SHAWN AZIZOLLLAHI
GARY S. BROTMAN
TUVIA KOROBKIN

NICHOLAS & TOMASEVIC, LLP

DATED: August 14, 2025 By: ______________________________________
CRAIG M. NICHOLAS
SHAUN MARKLEY
JORDAN BELCASTRO

Attorneys for Plaintiffs
DANA BECERRA and SABRINA NORSWORTHY

01-24-0002-3712 be dismissed in its entirety with prejudice.

/ / /

DATED: August __, 2025 DANA BECERRA

____

8/14/2025

DATED: August __, 2025 SABRINA NORSWORTHY

DocuSigned by:

Sabrina Norsworthy

D5C0090C7E2840A...

DATED: August __, 2025 HUNGRY MARKETPLACE, INC.

____

By: __________________________

Title: ________________________

Approved as to form and content:

MARQUEE LAW GROUP, APC

8/14/2025

DATED: August __, 2025 By: Signed by: Tuvia Korobkin A536AA1D0ED241F...

F. SHAWN AZIZOLLAHI
GARY S. BROTMAN
TUVIA KOROBKIN

NICHOLAS & TOMASEVIC, LLP

DATED: August __, 2025 By: ______________________________

CRAIG M. NICHOLAS
SHAUN MARKLEY
JORDAN BELCASTRO

Attorneys for Plaintiffs
DANA BECERRA and SABRINA NORSWORTHY

01-24-0002-3712 be dismissed in its entirety with prejudice.

/ / /

DATED: August __, 2025 DANA BECERRA

____

DATED: August __, 2025 SABRINA NORSWORTHY

____

DATED: August 15, 2025 HUNGRY MARKETPLACE, INC.

Jeff Grass

By: JEFF GRASS

Title: CO-FOUNDER & CEO

Approved as to form and content:

MARQUEE LAW GROUP, APC

DATED: August __, 2025 By: ______________________________

F. SHAWN AZIZOLLLAHI
GARY S. BROTMAN
TUVIA KOROBKIN

NICHOLAS & TOMASEVIC, LLP

DATED: August __, 2025 By: ______________________________

CRAIG M. NICHOLAS
SHAUN MARKLEY
JORDAN BELCASTRO

Attorneys for Plaintiffs
DANA BECERRA and SABRINA NORSWORTHY

JACKSON LEWIS P.C.

DATED: August 15, 2025

By: ______________________________

JAMES P. CARTER
LEO P. NORTON

Attorneys for Defendant
HUNGRY MARKETPLACE, INC.

4938-7871-7791, v. 1

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

DANA BECERRA AND SABRINA NORSWORTHY V. HUNGRY MARKETPLACE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
22STCV37436 ("ACTION")

A court authorized this notice. This is not a solicitation from a lawyer.

You have received this Notice because a) Hungry MarketPlace, Inc.'s records show that you worked with Hungry Marketplace, Inc. in California as a delivery driver contractor or a delivery driver classified by Hungry Marketplace, Inc. as an independent contractor at some time between November 9, 2021, through [insert date of preliminary approval of settlement], and b) you are eligible to receive payment from a class action settlement.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you received this Notice of Class Action Settlement, you will automatically receive your share of the settlement, unless you exclude yourself. You do not need to submit a claim form to receive this payment.
EXCLUDE YOURSELF	You can opt-out of the Class Settlement if you do not want to participate by sending the Administrator a written Request for Exclusion by fax or mail on or before ______________, 2025. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment (but you will still receive an Individual PAGA Payment). Non-Participating Class Members cannot object to any portion of the proposed Settlement. **You cannot opt-out of the Private Attorneys General Act (PAGA) portion of the proposed Settlement.**
OBJECT	Class Members who do not opt out of the proposed settlement ("Participating Class Members") may object to the settlement. The deadline to fax or mail objections with the Court is __________, 2025.

A proposed class action and PAGA settlement (the "Settlement") has been reached in the above-referenced lawsuit (the "Action"). The Settlement resolves a class and representative action lawsuit in which Plaintiffs Dana Becerra and Sabrina Norsworthy ("Plaintiffs or "Class Representatives") claim Defendant Hungry Marketplace, Inc. ("Defendant") violated California's wage and hour laws. Defendant has denied and continues to deny the factual allegations and legal claims asserted in the case and believes it complied with all applicable laws at all relevant times.

Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. If you still have questions, or if you wish to update your mailing information, please contact the settlement administrator, __________, at (xxx) xxx-xxxx.

1. Why did I get this notice?

You received this notice because Defendant's records show that you are a member of the Settlement Class. The "Settlement Class" or "Settlement Class Members" consist of all of Defendant's delivery driver contractors or delivery drivers classified by Defendant as an independent contractors that worked with Defendant in California at any time between November 9, 2021, through [DATE OF PRELIMINARY APPROVAL OF SETTLEMENT] (the "Class Period"). This notice tells you how you can a) be part of the class action Settlement, b) object to the proposed class action Settlement, or c) exclude yourself from the class action Settlement.

2. What is the Action and Settlement about?

Plaintiffs assert claims on behalf of themselves and Defendant's delivery driver contractors or delivery drivers classified by Defendant as an independent contractors that worked with Defendant in California at any during the Class Period. Plaintiffs allege that Defendant misclassified delivery driver contractor or deliver drivers classified by Defendant as an independent contractor, failed to pay minimum wages and overtime, failed to provide meal or rest periods, and failed to reimburse business expenses, failed to timely page wages during work and upon separation, failed to provide accurate wage statements, among other claims. Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. That notwithstanding, each side has decided to amicably resolve this matter rather than continue to trial.

The parties reached a settlement, subject to Court approval, to resolve all claims asserted in the Action. Plaintiffs believe the Settlement is fair, adequate, and reasonable, and is in the best interest of Settlement Class Members. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action. The Court has not ruled on the merits of the Plaintiffs' claims or Defendant's defenses (which means the court has not decided who is right or wrong).

On DATE, the Court issued an order preliminarily approving the proposed Settlement, approving this Notice and setting deadlines and a final approval hearing date. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for INSERT DATE ("Final Approval Hearing"). See below for details.

3. What does the settlement provide?

Subject to the Court's final approval, the terms of the Settlement are as follows:

A. Defendant will pay the gross settlement amount of $2,600,000 ("the Settlement Amount"), which is inclusive of: attorneys' fees of not more than 33.33% of the Gross Settlement Amount ($866,666.67) and costs incurred for representing Plaintiffs and the Settlement Class in the Action (not to exceed $75,000); class representative service payments to Plaintiffs for their services as Class Representatives of not more than $20,000 total ($10,000 to Dana Becerra and $10,000 to Sabrina Norsworthy) in consideration for Plaintiffs' general release of claims against Defendant; a payment of $400,000 in settlement of Plaintiffs' claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% ($300,000) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% ($100,000) will be paid to Settlement Class Members who worked for Defendant between November 9, 2021, through [DATE OF PRELIMINARY APPROVAL OF SETTLEMENT] ("PAGA Employees"), pursuant to PAGA; and an administrator expenses payment not to exceed $10,000 to ILYM Group, Inc. Each of these sums will be paid from the Settlement Amount. The remaining amount (the "Net Settlement Amount") will be paid to Settlement Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members"). The Court will consider the attorneys' fees, costs, and service awards at the Final Approval Hearing up to the amounts listed in this notice, but has not yet made any order on the request.

B. Each Participating Class Member will be allocated an "Individual Class Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for Defendant in California as a delivery driver contractor or delivery driver classified by Defendant as an independent contractor during the Class Period, as follows: (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 the number of

Workweeks each Participating Class Member worked during the Class Period. The Administrator will report the Individual Class Payments on IRS 1099 Forms.

C. In addition to the Individual Class Payment, each Participating Class Member who is also a PAGA Employee will be allocated an "Individual PAGA Payment," which will be calculated based on the number of "Pay Periods" the PAGA Employee worked for Defendant in California as a delivery driver contractor or delivery driver classified by Defendant as an independent contractor at any time during the PAGA Period, as follows: (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment ($100,000.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods each PAGA Employee worked during the PAGA Period. The Administrator will report the full amount of the Individual PAGA Payment on IRS 1099 Forms.

According to Defendant's records, you worked for Defendant in California as a delivery driver contractor or a delivery driver classified by Defendant as an independent contractor for a total of _____ Workweeks during the Class Period, of which _____ qualify as Pay Periods during the PAGA Period. Based on the above methodology, your estimated Individual Class Payment is $___________ and your estimated Individual PAGA Payment is $___________.

Neither side is giving you any advice on whether your Individual Class Payment or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

4. What am I giving up in exchange for the settlement benefits?

If you do not timely exclude yourself from the class action Settlement as explained below, then upon the date on which the settlement becomes Effective and Defendant fully funds the Settlement, you will release Defendant and all related parties ("Released Parties") from all claims under state, federal or local law, whether statutory, common law or administrative, arising out of or related to the class action allegations set forth in the Action ("Released Class Claims"), as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 210, 218.5, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, the California Code of Regulations, and claims for violations of the Business and Professions Code sections 17200, et seq. based on the above violations, and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to maintain required records, failure to reimburse necessary business expenses, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, and any related allegation of failure to maintain standard conditions of labor, improper classification, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint from November 9, 2021, through [DATE OF PRELIMINARY APPROVAL OF SETTLEMENT] ("Released Class Claims"). The Released Class Claims only include claims arising during those workweeks in which Participating Class Members were classified by Defendant as independent contractors.

Other than the claims identified above, 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.

In addition to the Released Class Claims, upon the date on which the settlement becomes Effective, all PAGA Employees shall be deemed to have released their respective PAGA claims against the Released Parties, as follows:

All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs' notices to the LWDA (as described in Paragraph 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, and 2802, and any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, and including all claims for or related to alleged misclassification, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, unlawful deductions, and any related claims for failure to maintain standard conditions of labor, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint (which will be the Second Amended Complaint) during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims only include claims arising during those workweeks in which PAGA Employees were classified by Defendant as independent contractors.

5. Who are the attorneys representing the parties?

<u>Class Counsel</u>
Craig M. Nicholas – cnicholas@nicholaslaw.org
Shaun Markley – smarkley@nicholaslaw.org
Jordan Belcastro – jbelcastro@nicholaslaw.org
NICHOLAS & TOMASEVIC, LLP
225 Broadway, 19thFloor
San Diego, California 92101
Tel: (619) 325-0492

F. Shawn Azizollahi – shawn@marqueelaw.com
Poya Ghasri – poya@marqueelaw.com
Tuvia Korobkin – tuvia@marqueelaw.com
Gary Brotman – gary@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone

<u>Defendant's Counsel</u>
James P. Carter – James.carter@jacksonlewis.com
Leo P. Norton – Leo.norton@jacksonlewis.com
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Phone: (949) 885-1360

6. How do I participate in the settlement?

You are not required to take any action to receive your individual settlement payment. If you do nothing, your share of the settlement proceeds will be mailed to you by check after the Court grants "final approval" of the Settlement, and after time for appeals has ended or any appeals have been resolved, if applicable.

7. How do I opt-out of the Settlement Class?

If you do not wish to participate in the class Settlement (i.e., "Opt Out"), you must complete and sign a written request for exclusion in the form of a signed letter and return it by first class mail or facsimile:

ILYM Group, Inc.
[Street Adress]
[City, State ZIP]
Tel: [Number]
Fax: [Number]

Your Request for Exclusion must include the following: (1) a statement that reasonably communicates your election to be excluded from the class Settlement (e.g., "I wish to exclude myself from the class settlement reached in the matter of *"Dana Becerra and Sabrina Norsworthy v. Hungry Marketplace, Inc."*); (2) your name, address, email address or telephone number, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion must also (4) be faxed or postmarked on or before DATE and returned to the Settlement Administrator at the mailing address or fax number specified above.

Your Request for Exclusion will not be valid if it does not comply with the above requirements. The date of the postmark on the return mailing envelope or the fax stamp shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before DATE shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the class portion of the Settlement, will not receive proceeds from the class portion of the Settlement or have the right to object to the class portion of the Settlement, and will not be bound by the class releases of the Settlement. However, by excluding yourself from the class Settlement you may pursue your own claims against Defendant in the future, subject to any defenses that Defendant may assert.

There is no statutory right for any PAGA Employee to opt out or otherwise be excluded from the PAGA portion of the Settlement and the associated release of claims and rights under PAGA.

8. What happens with any uncashed settlement checks?

All individual settlement checks that are not cashed within 180 days of issuance shall be canceled, and the Administrator shall transmit the money represented by such check to the California Controller's Unclaimed Property Fund in the Class Member's name thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b).

9. What if I have questions about my Individual Class and/or PAGA Payment calculations?

If any Settlement Class Member wants additional information about the calculation of his or her Individual Class or PAGA Payment, details may be obtained from the Settlement Administrator. You have the right to challenge whether the Workweek calculations are proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked or fax stamped by **DATE** and returned to the Settlement Administrator at the specified address or fax number below, and contain: (1) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (2) the number of Workweeks and/or Pay Periods you contend is correct; and (3) any evidence supporting your contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Workweeks and/or Pay Periods identified for each Settlement Class Member in this Notice will be presumed to be correct unless a particular Settlement

Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid Workweek and Pay Period challenges.

10. How do I object to the Settlement?

If you do not file a Request for Exclusion, you can object to the terms of this Settlement before it is granted final approval by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you may fax or mail via first class mail to the Settlement Administrator a written statement objecting to this Settlement setting forth the legal and factual grounds for any objection. You cannot ask the Court for a larger settlement; the Court can only approve or deny the proposed settlement. But you 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 and PAGA Representative Service Payments. A Settlement Class Member who elects to send a written objection to the Settlement Administrator must do so no later than **DATE**. If you do not send a written objection, you may still appear at the final approval hearing either by yourself or through an attorney you hire, at your own expense, to object. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

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

The Court will hold a hearing in Department 10 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on XXX at __:00 a.m. Appearances at the hearing can also be made by remote appearance by inputting the Case Number 22STCV37436 and following the instructions at this link: https://lacc.lacourt.org/. Notification of any changes to the time or location of the fairness hearing, as well as the final judgment following final approval, if any, will be available on the Settlement website at this link: ______________________________. If there are objections, the Court will consider them at the final approval hearing. The Court will also consider how much to pay Class Counsel and the amount of any class representative service payments and release payments to Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You do not need to come to the hearing. Class Counsel will answer any questions the judge may have. But you are welcome to come to the hearing at your own expense. If you send a written objection, you don't have to come to court to talk about it, but you may do so. You can appear at the hearing, at your own expense, to discuss any objections you may have with the Court whether or not you file an objection in writing. You may also pay another lawyer to attend, but this is not required.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the settlement agreement and other information located at www.xxxxxx. You may also review the pleadings, the settlement agreement, and other papers filed in the Action which may be inspected in person at the courthouse, or by searching by case name or number listed at the top of this notice on the Court's website located at https://www.lacourt.ca.gov/home. All inquiries by Class Members regarding this Notice and/or the settlement should be directed to the Settlement Administrator using the contact information set forth below:

(*continued on next page*)

<u>Settlement Administrator</u>
ILYM Group, Inc.
[Street Adress]
[City, State ZIP]
Tel: [Number]
Fax: [Number]

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH INQUIRIES.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.

EXHIBIT 2

MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

June 22, 2023

Via Online Filing

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

Hungry Marketplace, Inc.
c/o Nina Mahmoudpor
7538 Norton Ave, #6
Los Angeles, CA 90046

Via U.S. Certified Mail

Hungry Marketplace, Inc.
4420 N Fairfax Dr, #102
Arlington, VA 22203

Via U.S. Certified Mail and Email

Gordon Rees Scully Mansukhani, LLP
c/o Lisa K. Garner, Esq.
c/o Thomas McMullen, Esq.
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
E: *lgarner@grsm.com*:
tmcmullen@grsm.com;
efacundo@grsm.com

Re: PAGA Claim Notice Concerning *Sabrina Norsworthy v. Hungry Marketplace, Inc.*

To LWDA PAGA Administrator and Respondents:

This office represents Sabrina Norsworthy ("Complainant") in connection with her claims under the California Labor Code. Complainant was an employee of Hungry Marketplace, a Delaware corporation ("Hungry Marketplace", "Hungry", or the "Employer") registered to do business within the state of California and which provides services in both Los Angeles and throughout the Bay Area.

Hungry Marketplace, including, but not limited to, its individual managing agents, may be contacted directly at the above addresses. Complainant intends to seek civil penalties, attorney's fees, unpaid wages, costs, and other available relief for violations of the California Labor Code, which are recoverable under § 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). This letter is sent in compliance with the reporting requirements of California Labor Code §§ 2699.3 and 2699.5. This letter further reserves any and all rights by Complainant to amend this notice to include, amend, or add further charges upon the discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections, including, but not limited to, Labor Code §§ 558, 558.1, and 1197.1 – Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this notice.

Consequently, employer is on notice that Complainant continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code – to the extent they are applicable to this case – and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. If Employer intends to cure the alleged violations within the statutory time period set forth in §§ 2699 and 2699.3, to the extent they are curable, Employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, to the extent it can be cured, employee will commence a civil action pursuant to § 2699 et seq.

Based on the following summary of the facts and theories upon which Complainant will base her claims, Complainant requests that the LWDA regard this Notice as written notice of her intent to seek civil penalties against Employer. The specific provisions of the California Labor Code that Employer has violated requiring this notice include, but are not limited to, California Labor Code §§ 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, 2802, and all applicable wage orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes; (2) labor code §§ 210, 226.3, 226, 558, 1174.5, 1197.1, 2699; and (3) Wage Order 4-2001, § 20, and any other applicable wage orders.

Employer; Summary of Labor Code Violations

Employer is a meal delivery service company that operates throughout the United States. It partners with chefs all over the country to provide home meal delivery services, catering, food truck services, and culinary pop-ups in major cities. While Employer may be a successful company, it blatantly ignores and does not comply with California labor laws. Among other things, Employer participated in a pattern of willful misclassification of each of its employees, including Complainant. This resulted in Employers failure to keep accurate and complete time records for employees; failure to pay employees for all hours worked; failure to provide overtime compensation to non-exempt employees; failure to provide meal and rest periods, or premium compensation in lieu thereof, to non-exempt employees; failure to indemnify and/or reimburse business expenses; failure to provide accurate wage statements to employees; and failure to pay employees all earned and unpaid wages upon their separation from employment.

Further descriptions of the above-mentioned violations and others are explained below.

Complainant and the Aggrieved Employees

Complainant commenced work for Hungry Marketplace from April 2022 as a delivery driver for its food/meal products, providing the very services that Hungry Marketplace performs for its clients. Complainant was provided with a set work schedule, was required to show up to a warehouse on each workday, load the meals into a delivery vehicle provided by the employer, and was required to drive and make deliveries to various locations on the date(s) and time(s) as instructed by Employer. Complainant's day-to-day tasks included, but were not limited to, loading the delivery vehicle, driving, and delivering products as per the locations and schedules directed by her supervisor. Throughout her employment, Complainant was improperly classified as an independent contractor meaning Employer did not deduct any payroll taxes from Complainant, requiring her to bear the full burden and expense of self-employment taxes and other business expenses. For example, Employer asked Complainant to pay for fuel for the company van but failed to reimburse her. Employer continually failed to pay for all hours worked and premium overtime pay. Employer also regularly failed to timely pay all earned wages and required Complainant to work through her meal and rest breaks without paying her premium compensation in lieu thereof.

At all relevant times, Complainant was an aggrieved employee as defined in Labor Code § 2699(c) ("any person who was employed by the alleged violator and against whom one or more of the violations was committed"). She seeks recovery for the Labor Code violations set forth herein on behalf of herself and other current and former employees, including but not limited to: non-exempt employees, misclassified employees, and other aggrieved employees who were employed by Employer in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and IWC Wage Order violations as Complainant. Complainant believes and hereon alleges that throughout the applicable period, Employer employed, in total, seventy-five (75) to one hundred (100) similarly situated non-exempt and misclassified employees at its California office.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code § 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by all non-exempt employees. Section 7 of IWC Wage Order 4-2001 similarly requires employers to keep time records showing when the employees begin and end each work period, split shift intervals, and reflecting the time during which a meal and/or rest period was provided each day.

At all relevant times, Employer has failed, and continues to fail to keep the required time records. Employer did not provide and/or record all of Complainant and aggrieved employees' actual daily and weekly earned wages, including, but not limited to, overtime hours and wages, and meal and rest period premiums due and owing. In addition, Employer failed to keep accurate daily records of Complainant and other aggrieved employees' earnings for the bi-weekly pay period.

Employer's failure to keep "accurate and complete" payroll records for Complainant and other aggrieved employees violates Labor Code §§ 1174, 1198, 1199, and Wage Order 4-2001, §7. These violations subject Employer to civil penalties under Labor Code §§ 1174.5, 1199, and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.[1]

<u>Rest Period Violations</u>: California law requires employers to provide non-exempt employees with a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or a major fraction thereof. (IWC Wage Order 4-2001, §12). Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period(s), rest period(s) at improper time(s) during shifts). (Lab. Code § 226.7; IWC Wage Order 4-2001, §12B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided").

Employer did not maintain a company rest period policy and/or practice compliant with California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate rest periods and compensate them for such periods. Employer did not completely relieve Complainant and aggrieved employees of all duties during said rest periods at all relevant times. Employer did not pay Complainant and aggrieved employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory rest periods were not provided.

The aforementioned conduct resulted in violations of Labor Code §§ 226.7, 558, 558.1, 1198-1199, and IWC Wage Order 4-2001, §12(A). These violations subject Employer to civil penalties under Labor Code §§ 226.7, 1199 and 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

<u>Meal Period Violations</u>: California law requires employers to provide non-exempt employees with a meal period of not less than thirty (30) minutes during which the employees must be relieved of all duties. Employers are further required to provide a second meal period of not less than thirty (30) minutes to employees for a work period of more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours in a day, the second meal period may be waived by mutual consent of the employer and the employee only if the first period is not waived. (Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001, §11A). Employers must pay an additional hour of wages at the employee's regular rate of pay for each missed or improper meal period (e.g., less than 30 minutes, interrupted meal period(s), on-call meal period(s), meal period(s) at improper time(s) during shift(s)). (Labor Code §§ 226.7, IWC Wage Order 4-2001, §11B).

Employer did not maintain a company meal period policy and/or practice compliant with

[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"

California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate meal periods and compensate them for such periods. Employer did not completely relieve Complainant and aggrieved employees of all duties during said meal periods at all relevant times. Employer did not pay Complainant and aggrieved employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods were not provided.

The aforementioned conduct results in violations of Labor Code §§ 226.7, 512, 558, 558.1, 1198-1199, and IWC Wage Order 4-2001, §11. These violations subject Employer to civil penalties under Labor Code §§ 226.7, 1199 and 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

<u>Overtime Violations</u>: California law requires employers to pay overtime to non-exempt employees equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code § 510; IWC Wage Order 4-2001, §3). Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. (*Ibid*). Notwithstanding an agreement to work for a lesser wage, any employee receiving less than the legal overtime compensation is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. (Labor Code § 1194(a)).

Employer violated California Labor Code § 510 because it failed to pay Complainant and other aggrieved employees any overtime, even though they worked more than eight (8) hours per day and/or forty (40) hours per week during their employment. Complainant and aggrieved employees were given a set amount of deliveries to finish in a day and was required to finish them regardless how long it took. Throughout Complainant's employment, Employer failed to pay overtime, despite him working in excess of eight (8) daily hours and/or forty (40) hours per week, without any proper exemption. Regardless of the hours worked, Employer failed and refused to pay any overtime to Complainant and aggrieved employees throughout the entirety of their employment. No valid reason exists for not paying Complainant and aggrieved employees any overtime.

This conduct results in violations of Labor Code §§ 510, 558, 558.1, 1194, 1198-1199, and IWC Wage Order 4-2001, §3(A). These violations subject employer to civil penalties under Labor Code §§ 558 and 2699, and Wage Order 9-2001, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.[2]

[2] See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 4-2001, §20 (establishing that "any employer or any other person

<u>Wage Statement Violations</u>: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Lab. Code § 226).

As a result of Employer's violations of various Labor Code and Wage Order provisions, as discussed herein, Employer failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code § 226, and therefore Employer violated §§ 226(a), 226.3, 558, 558.1, and 1199. Amongst other violations as it relates to Complainant and other aggrieved employees, Employer failed to accurately itemize net wages earned, gross wages earned, failed to list total hours worked, failed to list all applicable hourly rates and hours worked at those respective rates, failed to list the number of hours worked at applicable hourly rates, and earnings and time worked at their respective hourly rates. These violations subject Employer to civil penalties under Labor Code §§ 226(e), 226.3,1199, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.[3]

<u>Final Pay Violations</u>: Labor Code § 201 makes it unlawful for an employer to fail to pay its employees all earned wages due and payable immediately upon the employee's termination. (Labor Code § 201(a)). Labor Code § 202 makes it unlawful for an employer to fail to pay its employees all earned wages due and payable within 72 hours of the employee's resignation, unless the employee has given 72 hours previous notice of his/her resignation, in which case the employee is entitled to all earned wages at the time of quitting. (Labor Code § 202(a)). Employer has not paid Complainant and aggrieved employees all wages earned and unpaid at the time of separation, in that Employer has not paid for: (1) time during which meal and rest periods were not provided, for all hours worked, and unpaid overtime wages. These violations subject Employer to civil penalties under Labor Code §§ 203, 256, 558, 558.1, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.

<u>Standard Conditions of Labor Violations</u>: Together, Labor Code §§ 1198 and 1199 make unlawful the employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

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acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty… for each underpaid employee for each pay period during which the employee was underpaid…").

[3] See Lab. Code § 226.3 (establishing that the civil penalty is "per employee per violation").

Therefore, Employer's violations with respect to meal periods, rest periods, overtime wages, wage statements, and failure to keep accurate time records result in separate violations of §§ 1198 and 1199, which subject Employer to civil penalties under Labor Code §§ 1197.1 and 2699.

Non-Timely Payment of Wages Violations: Labor Code § 204 provides, in pertinent part:

> "All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. … Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Employer violated Labor Code § 204 because it failed to timely pay all earned wages to Complainant and aggrieved employees and failed to establish regular paydays per code. The wages earned and unpaid include, but are not limited to, payment of premium pay for missed meal and rest periods, payment for all hours worked, and overtime wages. As a result of Employer's violation, Employer is liable for civil penalties as follows: $100 for any initial violation and failure to pay each employee, $200 for each subsequent violation and failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld. (Labor Code § 210).

Business Expense Violations: Labor Code § 2802 makes it unlawful for an employer to fail to indemnify his or her employees for all necessary expenditures or losses incurred by the employee as a direct consequence of the discharge of her or her duties. (Labor Code § 2802(a)). All awards made by the court for compensation to the employee of unreimbursed business expenses shall accrue interest at the same rate as judgments in civil actions. (Labor Code § 2802(b)).

Employer violated Labor Code § 2802 because it failed to indemnify Complainant and other aggrieved employees for their necessary losses and expenditures incurred in direct consequence of the discharge of their duties. Employer failed to indemnify and/or reimburse for the cost of self-employment taxes as Employer was required to pay a portion thereof in payroll taxes had its employees been properly classified as employees. Employer further failed to indemnify and/or reimburse Complainant and other aggrieved employees for costs including, but not limited to, gas mileage reimbursement and other work-related expenses. Employer's failure subjects it to civil liability and penalties pursuant to Labor Code §§ 2699, 558, and 558.1.

Misclassification: Employer has violated Labor Code § 226.8 because it willfully misclassified Complainant and other aggrieved employees as independent contractors. Employer has engaged in a pattern or practice of misclassification by willfully misclassifying Complainant and each and every employee of Employer during their employment. Employer signed an agreement with Complainant and other aggrieved employees, classifying and labeling them as independent contractors and admits to classifying them as independent contractors, and the relationship between employer and complainant is not that of one between employer and employee, compensating them as independent contractors a thus being compensated as independent contractors despite Employer maintaining control over their wages, setting their work schedules, requiring them to work out of Employer's facility, and to perform deliveries for clients using the Employer's vehicles at set hours, and on set days. Employer further controlled and monitored the type and manner of work performed by Complainant and other aggrieved employees, work which was of the direct type of services Employer offers and performs for its clients.

<u>Conclusion</u>: Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, all applicable declaratory/injunctive relief, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Complainant and other aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a complainant send a certified letter to the employer in question and file online with the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699, 2699.5, and 2699.3(a)-(c) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Workforce Development Agency elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of himself and all other similarly situated California-based non-exempt aggrieved employees within the statutory time period, as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Marquee Law Group, A.P.C.
c/o Gary S. Brotman
9100 Wilshire Blvd.
Ste. 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844 | F: (310) 275-1801
E: gary@marqueelaw.com

We thank you in advance for your attention to this matter.

Sincerely,

Gary Brotman
MARQUEE LAW GROUP, APC
Gary@marqueelaw.com

EXHIBIT 3

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND ATTORNEY FEE DIVISION AGREEMENT

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

1. I have been advised in writing that my attorneys have entered into a proposed Joint Prosecution and Attorney Fee Division Agreement ("the Agreement") in connection with litigation of the lawsuits entitled *Dana Becerra v. Hungry Marketplace, Inc.,* Los Angeles Superior Court Case No. 22STCV37436, Complaint filed on November 30, 2022 ("*Becerra*") and *Sabrina Norsworthy v. Hungry Marketplace, Inc., et al.*, Alameda Superior Court Case No. 23-CV-027464, First Amended Complaint filed on October 2, 2023 ("*Norsworthy*") (collectively "the Actions").

2. I agree that, subject to ultimate Court approval, Attorneys agree to take steps necessary to consolidate, coordinate and/or jointly prosecute the Actions.

3. I understand that the Agreement does not alter the attorney retainer agreement that I previously signed with my attorneys. I also understand that I will be jointly represented in this action by the attorneys from Nicholas & Tomasevic, LLP and Marquee Law Group, APC. I agree that the same terms and conditions of the retainer agreement that I signed with my attorney will apply to the other attorneys representing me in this action who were not parties to the retainer agreement that I signed.

4. I have been advised in writing and understand that if there is a settlement in the Actions, any Court-approved award of fees and costs will be paid to the attorneys as set forth in the Agreement.

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

Dated: ____________________ ______________________________
Dana Becerra

Dated: 3/6/2024 DocuSigned by: [signature] D5C0090C7E2840A...
Sabrina Norsworthy

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

Dated: 03/07/24

Dana Becerra
Dana Becerra (Mar 7, 2024 14:47 PST)

Dana Becerra

Dated: ____________________

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Sabrina Norsworthy