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Attorneys for Plaintiff ALBA SOTO,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL

ALBA SOTO, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

STINE ENTERPRISES INC., an Arizona
Corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: ECU004358

[Assigned for all purposes to Hon. Jeffrey B.
Jones, Dept. 5]

**DECLARATION OF LILIT TUNYAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
AN ORDER APPROVING SETTLEMENT
OF CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL'S
ACT OF 2004**

Date: June 10, 2026
Time: 8:30 a.m.
Courtroom: Dept. 5
Judge: Hon. Jeffrey B. Jones

Action Filed: October 13, 2025
Trial Date: Not Set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am the founding partner at the law firm of Tunyan Law, APC. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I am one of the attorneys of record for Plaintiff ALBA SOTO (“Plaintiff”).

BACKGROUND

4. Defendant owns and operates multiple Jack in the Box restaurants located in Arizona and California.

5. For purposes of this settlement, Defendant employed individuals in non-exempt positions in California. Aggrieved Employees group (also known as the “PAGA Employees” or “PAGA Members”) consists of 233 non-exempt employees who are or were employed by Defendant and worked in the State of California and classified as non-exempt during the period of September 16, 2024 to June 1, 2026 or as modified under paragraph 8 of this Settlement Agreement (“PAGA period”). Defendant represented that there are approximately 6,525 pay periods from September 16, 2024 to April 1, 2026. Prior to Settlement approval motion hearing, I will file a supplemental declaration and revised proposed order granting Settlement approval, if necessary, advising the Court of the exact PAGA period end date and whether the Escalator Clause has been triggered.

1 6. Plaintiff worked for Defendant in California during the PAGA Period.

2 7. On August 6, 2025, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in
3 compliance with California Labor Code § 2699.3. More than 65 days passed after the letter was sent to
4 the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations
5 referenced in the letter.

6 8. On October 13, 2025, Plaintiff filed a complaint in Imperial Superior Court seeking civil
7 penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.
8 ("PAGA") stemming from alleged wage and hour claims against Defendant ("Complaint") in the
9 Superior Court of California, Imperial County entitled *Soto v. Stine Enterprises, Inc.*, Case No.
10 ECU004358 (the "Lawsuit"). After exchanging documents and voluminous data prior to mediation,
11 Plaintiff and Defendant reached a proposed settlement that will resolve the PAGA claims pending in this
12 action.

13 9. Defendant denies all liability and admits to no claim by virtue of its agreement to settle.
14 Plaintiff and Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of
15 further litigation, and the difficulties and delays inherent in such litigation, including those involved in
16 PAGA claim representative adjudication. Plaintiff and Plaintiff's Counsel further recognize the burdens
17 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and
18 the difficulties in establishing entitlement to monetary recovery. Plaintiff and Plaintiff's Counsel have
19 also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
20 experienced and well-regarded in complex labor and employment matters.

21 10. Because Court approval of a PAGA settlement is required, this settlement is presented to this
22 Court for review and approval.

23 11. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in the
24 operative complaint and have made a thorough study of the legal principles applicable to the claims
25 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel
26 have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
27 circumstances, including the defenses asserted by Defendant, potential adverse findings regarding
28 liability, and numerous potential appellate issues.

1 12. The Parties agreed to participate in a mediation in an effort to resolve the PAGA claims
2 asserted in this matter. The Parties selected mediator Tagore Subramaniam, Esq., a neutral with extensive
3 experience mediating wage and hour class and representative actions. The Parties participated in a full-
4 day mediation on April 1, 2026 and reached a settlement at the mediation. The Parties then negotiated
5 the detailed terms of the Settlement memorialized in a long-form agreement to resolve this matter.

6 13. Prior to the mediation, Plaintiff requested substantial data from Defendant, and Defendant
7 provided requested data. Prior to and during the mediation, the Parties exchanged extensive information
8 and engaged in discussions regarding their evaluations of the case and various aspects of the case,
9 including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding
10 with representative adjudication, the law relating to off-the-clock theory, regular rate violation, meal and
11 rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the
12 evidence produced and analyzed, and the possibility of appeals, among other things. Plaintiff's Counsel
13 conducted significant investigation and informal discovery regarding the facts of the case, including and
14 not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from
15 Defendant, Plaintiff, and other sources. The volume of data and documents that Plaintiff's Counsel
16 reviewed and analyzed included and was not limited to Plaintiff and Aggrieved Employees' employment
17 records, a detailed sampling of Aggrieved Employees' time and pay data, Defendant's employment
18 practices, procedures, and policies including, but not limited to Defendant's expenses policy, meal and
19 rest periods policy, work time policy, overtime policy, pay periods and pay days policy, among other
20 information and documents. Counsel for the Parties also met and conferred on numerous occasions, e.g.,
21 to discuss issues relating to the production of documents and data prior to the mediation. Plaintiff's
22 Counsel also drafted the pleading and the mediation brief and prepared for and attended court
23 proceedings, mediation, and settlement negotiations, among other tasks.

24 14. Counsel for the Parties have also invested time researching and investigating the applicable
25 law, which is constantly evolving as it relates to representative PAGA claims, off-the-clock theory,
26 regular rate violation, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and
27 damages, and Defendant's defenses thereto, as well as facts discovered.

28 15. Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate,

1 and reasonable. Based on investigation and information discovered, Plaintiff's Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that
3 Defendant, with respect to Plaintiff and Aggrieved Employees, *inter alia*, failed to properly pay wages,
4 failed to provide compliant meal and rest periods, failed to pay wages during employment and upon
5 termination of employment, failed to provide compliant wage statements, failed to maintain requisite
6 payroll records, and failed to reimburse necessary business expenses, and thereby engaged in conduct
7 giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California
8 Labor Code sections 2698, et seq.). As a result of alleged uniform practices, Plaintiff claims that
9 Aggrieved Employees were not paid all of the compensation that was owed to them by Defendant. Thus,
10 in Plaintiff's Counsel's view, it is clear that the outcome of this litigation would be determined by
11 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges
12 applied across Defendant's hourly-paid or non-exempt employees in California during the PAGA period.

13 SUMMARY OF THE SETTLEMENT TERMS

14 16. Key provisions of the proposed settlement include the following:

- 15 (a) Aggrieved Employees: Aggrieved Employees (also known as the
16 "PAGA Employees or PAGA Members") are: "All persons who are or
17 were employed by Defendant and worked in the State of California and
18 classified as non-exempt during the PAGA Period (Agreement, ¶ 1.4)
- 19 (b) PAGA Period: The period from September 16, 2024 to June 1, 2026 or as
20 modified under paragraph 8 of this Settlement Agreement. Prior to filing this
21 motion, Defendant represented that there are 6,525 worked by 233 Aggrieved
22 Employees from September 16, 2024 to April 1, 2026. (Agreement, ¶ 1.21, 4.1)
- 23 (c) No Reversion: The Settlement is ***non-reversionary***. (Agreement, ¶ 3.1)
- 24 (d) Gross Settlement Amount: Defendant agrees to pay the maximum sum of
25 **\$125,000.00** (hereinafter referred to as the "Gross Settlement Amount" or
26 "GSA") for settlement of the PAGA Penalties, which shall be inclusive of
27 Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel's
28 attorneys' fees and costs and the settlement administrator's fees. (Agreement, ¶

1.12.)

- (e) Net Settlement Amount: At least **\$60,466.72** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$39,303.37** under the Agreement, and Aggrieved Employees will receive at least **\$21,163.35**. (Agreement, ¶¶ 1.17., 3.2.3)
- (f) General Release Payment: In addition to the Gross Settlement Amount, the Parties have entered into a separate individual settlement and release agreement for the general release of Plaintiff's claims beyond the PAGA claims released in this Action. (Agreement, ¶ 1.12.)
- (g) Escalator Clause: Based on its records, Defendant estimates that there are 233 Aggrieved Employees who worked 6,525 Pay Periods from September 16, 2024 to April 1, 2026. This estimate serves as the basis for Plaintiff's acceptance of the Gross Settlement Amount. If the number of actual PAGA Pay Periods during the PAGA Period exceeds 10% of the estimated PAGA Pay Periods (i.e., exceeds 7,178 pay periods), Defendant can either have the PAGA Period end on the date that the pay periods reach 7,178 or increase the PAGA Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 7,178 pay periods. For example, if there is an 11% increase in pay periods then the GSA increases by 1%. (Agreement, ¶ 8) ***Prior to Settlement approval motion hearing, Plaintiff's counsel will file a supplemental declaration and revised proposed order granting Settlement approval, if necessary, advising the Court of the exact PAGA period end date and whether the Escalator Clause has been triggered.***
- (h) Attorneys' Fees: Plaintiff's Counsel request an award of attorneys' fees in the amount of **\$41,666.67**, which is one third of the GSA. (Agreement, ¶ 3.2.1)
- (i) Litigation Costs: Plaintiff's Counsel's litigation costs are capped to a

1 maximum amount of \$19,000.00. The actual costs are \$18,304.97 which is less
2 than the maximum amount and which include the future costs of motion, final
3 report, statement filing fees and remote appearance fees. Therefore, Plaintiff
4 requests \$18,304.97 for litigation costs. (Agreement, ¶ 3.2.1)

5 (j) Settlement Administration: Payment to Aggrieved Employees and administration
6 will be accomplished through third-party settlement administrator Phoenix Class
7 Action Administration Solutions, which has agreed to perform Administrator
8 duties for a flat not to exceed fee of \$4,561.64, which is reasonable, based on all
9 of the services offered. (Agreement, ¶ 3.2.2)

10 (k) Uncashed Checks: Funds represented by checks returned as undeliverable after a
11 re-mailing, and funds represented by checks remaining uncashed for more than
12 180 days after issuance, will be tendered to the Unclaimed Property Fund in the
13 name of the Aggrieved Employee. (Agreement, ¶¶ 4.4.1- 4.4.3)

14 (l) Release: In exchange for the above settlement consideration, Defendant shall be
15 entitled to a release from the LWDA and each and every Aggrieved Employee,
16 including Plaintiff.¹ (Agreement, ¶ 5)

17 (m) Notice to LWDA: The Declaration of Lilit Tunyan confirms that notice was
18 provided to the LWDA and attaches the confirmatory submission documents.
19 (Tunyan Decl., ¶ 46 and Exh.3.)

20 17. A true and correct copy of the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
21 AGREEMENT is attached hereto as **Exhibit “1.”**

22 THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

23 18. Plaintiff and Plaintiff’s counsel have diligently investigated the claim in this matter. Plaintiff
24 and Counsel concluded, after taking into account the disputed factual and legal issues involved in this
25 Action, the substantial risks attending further prosecution, including risks related to the outcome of
26

27 ¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46
28 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, nonparty
employees as well as the government are bound by the judgment in an action brought under the act....”).

possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and Aggrieved Employees and are fair and reasonable. Plaintiff's and Defendant's Counsel brought to bear a great deal of experience with wage and hour actions in negotiating the settlement of this case.

19. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits Aggrieved Employees and the State of California, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic method for addressing the claims raised in this matter.

20. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The Defendant in this matter produced important information, including policies and time data, and discloses key legal defenses it intended to rely upon. The information was sufficient to permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information upon which to evaluate a fair and reasonable settlement amount.

21. Here, the expense, complexity and likely duration of future litigation was to some extent an unknown. What is certain is that to adequately establish the foundational violations that would support a substantial penalty award, tremendous time and expense would be invested. To adequately establish that aggrieved employees experience the alleged violations, and at what frequency, most of Aggrieved Employees would need to be interviewed in a systematic fashion and their testimony cataloged in way sufficiently meaningful to permit the submission of summary evidence at trial, such as via survey. *First*, the burdensome nature of such a process would be expensive and time-consuming. *Second*, the substantial risk that the Court would either substantially reduce any penalty ultimately awarded or conclude that the conduct was insufficient to support a penalty award. *Third*, it would be essentially impossible to formulate an objectively reliable means of summarizing testimonial experiences, other than

1 by an extraordinarily detailed survey. And formulating such a survey would have been important, since
2 frequency of violations would need to be established before any penalties could be recovered.
3 Alternatively, direct testimony would have been required from as many of the roughly 233 aggrieved
4 employees as could be obtained, which would be, at best, very difficult.

5 22. Defendant denies Plaintiff's claims alleged in Plaintiff's operative complaint. Plaintiff's
6 Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures
7 complied with the law, that Defendant correctly paid overtime for all overtime hours worked, that if
8 Aggrieved Employees missed their meal or rest periods it was per their choice, that Defendant paid meal
9 premiums, that meal periods taken before the end of the fifth hour even if they were taken during the first
10 two hours were compliant, that no waiting-time penalties were due because waiting time penalties only
11 arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that
12 Plaintiff and Aggrieved Employees suffered no actual injury from the alleged wage statement violations
13 and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other
14 causes of action. Plaintiff's Counsel also considered the likelihood of Plaintiff's success in establishing
15 that any of provisions of the California Labor Code, on which the civil penalties under PAGA are
16 predicated, were violated and that such violations were injurious and/or warranted imposition of civil
17 penalties. Plaintiff's Counsel also considered that trial courts have wide discretion when assessing
18 penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g.
19 due to purported variation in shifts, job duties, and other circumstances which could raise individualized
20 questions of fact) and could pose challenges to manageability, and the merits of Plaintiff's claims.

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

1 risk of the Court finding that individualized issues predominate, such that the action is not suitable for
2 representative adjudication. While Plaintiff's Counsel disagreed with defense arguments and factual
3 contentions, Plaintiff's recognized the circumstances and realities of the case, applicable case law and
4 regulations, the costs and expenses of further litigation, appeal proceedings and risks to recovery, and
5 applied appropriate discounts for them.

6 24. Plaintiff's Counsel are also of the opinion that because the issues here are fairly contested,
7 there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits
8 due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section
9 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of
10 the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
11 confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award
12 granted would be at the discretion of the Court and subject to a substantial reduction.

13 25. The Settlement provides a significant monetary benefit that falls well within "the range of an
14 acceptable settlement" under the circumstances, which is the standard on which the instant Settlement
15 must be judged. As held by the Ninth Circuit, a settlement may be fair and reasonable even where it only
16 provides a fraction of what could have been obtained at trial. Based upon the current estimates provided
17 by Defendant, Plaintiff's Counsel estimates that maximum realistic liability that Defendant faced during
18 the PAGA period was approximately **\$652,500.00** based on approximately 6,525 PAGA Pay Periods at
19 issue without stacking penalties for each violation. This figure was derived from multiplying 6,525 by
20 \$100 per pay period even though Plaintiff's counsel is aware that certain statutes provide for different
21 penalties under PAGA, but for the sake of evaluating the claims \$100 per pay period penalty is used.
22 This Settlement of **\$125,000.00** is about **19.1%** of that maximum realistic exposure based on the number
23 of pay periods. The Settlement is also **13.5%** of the estimate of risk-adjusted realistic penalty recovery
24 of **\$927,525.00** after reducing **\$1,855,050.00** stacked penalty by 50% by factoring in many applicable
25 risks listed in Paragraphs 21-24 at this stage in the litigation. Therefore, the Settlement is within a
26 reasonable range.

27 26. The Settlement is the product of arm's-length negotiations between the Parties occurring
28 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law

1 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery. The
2 settlement amount is, of course, a compromise figure. By necessity it took into account risks related to
3 liability, damages, and all the defenses asserted by the Defendant. Given the strong case that Defendant
4 could bring to bear, this is not an inconsequential settlement.

5 ESTIMATED SETTLEMENT PAYMENTS

6 27. The amount to be designated as PAGA Penalties is \$60,466.72 which will be distributed as
7 65% (\$39,303.37) to the LWDA and 35% (\$21,163.35) to Aggrieved Employees.

8 THE EXPERIENCE OF COUNSEL

9 28. I am a founding partner of Tunyan Law, APC and has been engaged in the practice of
10 employment and labor law for more than six years focusing exclusively on plaintiffs' employment law
11 and wage-and-hour class actions and more than twenty-six years in practice of law in general. I have
12 handled hundreds of wage-related class and PAGA actions.

13 29. Prior to establishing my own practice, I was an associate attorney at Moon & Yang, APC and
14 Mahoney Law Group, APC. Since I was admitted to the California Bar, my practice has focused mainly
15 on labor and employment class action lawsuits involving California and federal labor laws. Along with
16 those firm's other attorneys I have successfully settled more than 50 class action and PAGA matters
17 during that time span and was routinely appointed lead or co-lead class counsel in courts in California
18 including by way of motion for class certification. I have additionally successfully settled about 35 class
19 and PAGA matters during the last two and a half years prior to filing this motion.

20 30. I received my Juris Doctorate from the State Yerevan University and my LL.M. from
21 University of Minnesota Law School. Prior to moving to California and starting to practice law in
22 California I practiced law in Armenia for about twenty years as a licensed attorney. I have been general
23 counsel and head of legal department for big telecommunication and financial corporations in Armenia
24 for the last 12 years prior to moving to California. I managed corporate legal department and corporate
25 legal and regulatory affairs and handled complex litigation matters as well as complex transactions for
26 many years.

27 31. I am a current member of the California Employment Lawyers Association (CELA). I have
28 been an active member of the State Bar of California in good standing.

32. I am experienced in prosecuting employment matters, particularly class actions, and I focused a substantial percentage of my practice on wage, hour, and working conditions violations. In addition to the present case, I represented plaintiffs and the class members and have extensively worked on many wage-and-hour class cases and have been appointed as class or PAGA counsel along with other counsel and co-counsel for wage-and-hour class action lawsuits in various counties throughout California such as: *Nelson v. Chinese Gourmet Group, Inc.*, Case N 24STCV04383, Los Angeles Superior Court; *Rosales v. Baskerville-Parsons Contractors, Inc.*, Case N 25CV004198, Sacramento County Superior Court; *Pederia, et al. v. Glass House Brands, Inc., et al.*, Case N 23STCV12167, Los Angeles Superior Court; *Guzman v. Core Environmental Solutions*, Case N 24STCV03593, Los Angeles Superior Court; *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Case N 30-2024-01400056-CU-OE-CXC, Orange County Superior Court; *Sykes v. Macy's Retail Holdings, dba Macy's, et al.*, Case 24STCV09543, Los Angeles County Superior Court; *Wilhelm v. Kemper Sports Management LLC, et al.*, Case N 30-2024-01376524-CU-OE-CXC, Orange County Superior Court; *Bernal v. Onus Global Fulfillment Solutions LLC, et al.*, Case N CIVSB2412062, San Bernardino County Superior Court; *Rodriguez v. TC California Hospitality LLC*, Case N 37-2024-00010785-CU-OE-CTL, San Diego Superior Court; *Estrada, et al. v. Spears Manufacturing*, Case N STK-CV-UOE-2023-0009772, San Joaquin County Superior Court; *Ramirez v. Landscapes Unlimited, LLC*, Case N 24STCV12695, Los Angeles Superior Court; *Deza v. Euro Snack, Inc.*, Case N S-CV-0052505, Placer County Superior Court; *Santoyo v. A P R Consulting, Inc., et al.*, Case N 24STCV04117, Los Angeles Superior Court; *Segovia v. Shelter Island, Inc.*, Case N 37-2024-00005168-CU-OE-CTL, San Diego Superior Court; *Rodriguez v. TFC Manufacturing, Inc.*, Los Angeles Superior Court, Case N 24STCV02351; *Garcia v. C&R Restaurant Group, L.P.*, Los Angeles Superior Court, Case N 23STCV19037; *Powers v. Mario's Place Inc.*, Riverside County Superior Court, Case N CVRI2301652; *Camposeco v. Smarte Carte, Inc.*, Los Angeles Superior Court, Case N 23STCV07897; *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court, Case N 30-2023-01314830-CU-OE-CXC; *Bazan v. Casa Martin, LLC, et al.*, Los Angeles Superior Court, Case N 23STCV04670; *Empy v. 24 Windward Ave LLC*, Los Angeles County Superior Court, Case N 23STCV18608; *De Martinez v. Facility Services Partners, Inc.*, Riverside County Superior Court, Case N CVRI2304625; *Hernandez v. Caliber Aerospace, LLC, et al.*, Los

1 Angeles Superior Court, Case N 23STCV20323; *Mejia v. KF Casitas, LLC*, Los Angeles Superior Court,
2 Case N 23STCV06090; *Athey v. Walker Evans Enterprises*, Riverside County Superior Court, Case N
3 CVRI2301534; *White v. SGB Ventures, LLC*, Tulare County Superior Court, Case N VCU296946;
4 *Viveros v. D and T Restaurants, Inc., at al.*, Los Angeles Superior Court, Case N 23STCV10019; *Rocke*
5 *v. Pink Chicku LLC*, Santa Clara County Superior Court, Case N23CV41357, *Galvan v. Western Sky*
6 *Dairy, LLC*, Kern County Superior Court, Case N BCV-23-100992; *Oregel v. Diablo Range Framing,*
7 *Inc.*, Contra Costa County Superior Court, Case N C23-00697; *Gonzalez v. RV Retailer San Diego,*
8 *LLC, et al.*, Riverside County Superior Court, Case N CVRI2301403; *Evans, et al. v. Downtown*
9 *Women's Center*, Los Angeles County Superior Court, Case N 22STCV06578 (class certification
10 motion granted in part); *Sanchez v. Anodizing Industries, Inc.*, Los Angeles County Superior Court,
11 Case N 21STCV30722; *Godoy v. Intertrade Industries, LTD*, Orange County Superior Court, Case No.
12 30-2020-01151921-CU-OE-CXC; *Fuentes v. Actron Manufacturing Inc.*, Los Angeles Superior Court,
13 Case N 20STCV31099; *Gonzalez v. Community Health Systems, Inc.*, San Bernardino County Superior
14 Court, Case N CIVDS2015678; *Rodriguez v. Progress Lighting, Inc. et al.*, San Bernardino County
15 Superior Court, Case N CIVDS2023894; *Castillo v. Gibson Overseas, Inc.*, San Bernardino Superior
16 Court, Case N CIVDS2022537; *Mumphrey v. People's Care Northern California, Inc. et al.*, San
17 Joaquin County Superior Court, Case N STK-CV-UOE-2019-0016397; *Ochoa v. Orlando Spring*
18 *Corp*, Los Angeles Superior Court, Case N 20STCV343129; *Findley v. USC, et al.*, Los Angeles
19 Superior Court, Case N 20STCV47290; *Maldonado v. Techmer PM, LLC*, Los Angeles Superior
20 Court, Case N 20STCV21918; *Huerta v. IRS*, Los Angeles Superior Court, Case N 20STCV09163;
21 *Mata v. Marukai Corporation*; Los Angeles Superior Court, Case N 20STCV00959; *Tapia v. Home*
22 *&Body*; Orange County Superior Court, Case N 30-2020-01155185-CU-OE-CXC; *Ruvalcaba v.*
23 *Quinn Group, Inc.*, Los Angeles Superior Court, Case N 20STCV41323; *Bravo v. FIDM*, Los
24 Angeles Superior Court, Case N 19STCV25338; *Lomeli v. Plaskolite et al.*, Los Angeles Superior
25 Court, Case N 21STCV14611; *Alcantar v. Classic Salads LLC*, Santa Cruz County Superior Court,
26 Case N 21CV002309; *Casas v. Freedom Solar Services, et al.*, Los Angeles Superior Court, Case N
27 21STCV20233; *Serrano v. Barstow Community Hospital*, San Bernardino Superior Court, Case N
28 CIVDS2006967; *Lopez v. Fairway Staffing Services, et al.*, Los Angeles Superior Court, Case N

1 21STCV26640; *Linden v. Marugame Udon USA, LLC*, Los Angeles Superior Court, Case No.
2 20STCV00728; *Salter v. U.S. Reports*, et al., Los Angeles Superior Court, Case N 19STCV30384;
3 *Perez v. Torn & Glasser, Inc.*, Los Angeles Superior Court, Case N 21STCV43614; *Gomez v. Arya*
4 *Ice Cream Distributing Co., Inc*, Los Angeles Superior Court, Case N 21STCV31170; *Herrera v.*
5 *Coastal Construction & Lumber*, Santa Cruz County Superior Court, Case N 22CV394683; *Garcia*
6 *v. San Jose Water Company*, Santa Clara County Superior Court, Case No. 22CV396328; *Ramirez v.*
7 *Partners Personnel Management Services LLC*, Los Angeles Superior Court, Case N
8 21STCV31253; *Ramirez v. Merrill Gardens LLC*, Eastern District Court of California, Case N1:22-
9 cv-00542-DAD-SAB; *Garcia v. Tri-Valley Plastering, Inc.*, Fresno County Superior Court, Case N
10 22CECG00591; *Garcia v. South Valley Companies, Inc.*, Kern County Superior Court, Case N
11 BCV-22-100465; *Morales v. Wiseguys Custom Home Theater, LLC*, San Diego Superior Court, Case
12 N37-2019-00070151-CU-OE-CTL.

13 33. Artur Tunyan is another partner and attorney at Tunyan Law, APC. He received his Juris
14 Doctorate from the State Yerevan University and his LL.M. from the American University of
15 Armenia and University of Illinois Chicago, School of Law. Prior to moving to California and
16 starting to practice law in California he practiced law in Armenia for about twenty-five years. He
17 oversaw international donor-funded projects for the judiciary and managed public-private
18 partnership initiatives in sectors such as energy, banking, finance, and aviation. He managed
19 complex transactions and litigation matters for many years.

20 34. My current contingent billing rate is consistent with my practice area, legal market and
21 accepted hourly rates considering also that I practiced law in another country for additional 20 years
22 which brings a total of almost 25 years of experience practicing law. The 2024-2025 Adjusted Laffey
23 Matrix states that an attorney with 4 to 7 years experience can reasonably charge \$581 per hour. See
24 <http://www.laffeymatrix.com/see.html>.

25 REASONABLENESS OF THE REQUESTED FEE AWARD

26 35. When this case was taken on a contingent fee basis, with the firm agreeing to assume
27 responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation,
28 Tunyan Law, APC, paid filing fees, copy charges, expert fees, mediation fees, mailing, telephone and

1 express mail charges. There was never a guarantee that Tunyan Law, APC would recoup those
2 expenditures. The firm took on this case, which necessarily required the firm to forego other
3 opportunities, given finite resources to devote to cases.

4 36. Because of the uncertainty of the outcome in this and other wage and hour litigation
5 undertaken by Tunyan Law, APC, we took this case with the expectation that a risk enhancement, either
6 in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
7 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
8 class actions do not resolve successfully.

9 37. Counsel's experience in employment class actions was integral in evaluating strengths and
10 weaknesses of the case against Defendant and the reasonableness of the settlement. Practice in the
11 narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving
12 substantive law (state and federal), as well as the procedural law of class action litigation.

13 38. In the six years, I have settled many wage-and-hour class actions. Just as the Court in *Chavez*
14 *v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been my experience, that attorney
15 fee awards of one-third of a common settlement fund are the rule, rather than the exception. Here,
16 PAGA group Counsel agrees that they will seek no more than one third of the settlement amount in fees.
17 This is consistent with common practice, consistent with Ninth Circuit practice, consistent with
18 California law approving the percentage of the fund method to award fees from a common fund, *Laffitte*
19 *v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours
20 expended by attorneys performing work for Plaintiff before and after the filing of this matter. That work
21 includes:

- 22 (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- 23 (b) Legal research and investigation regarding the Defendant's practices at numerous
24 points in the litigation, claims in this action;
- 25 (c) Preparation of multiple drafts of the original complaints and finalization and filing
26 of the original complaint;
- 27 (d) Extensive "meet and confer" efforts with Defendant's counsel to obtain relevant
28 documents and information through informal discovery;

- (e) Drafting the LWDA Notice letter;
- (f) Drafting statements and stipulations;
- (g) Legal research re Arbitration Agreement Enforceability;
- (h) Review of payroll, job position, and time data;
- (i) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;
- (j) Review and revisions to the damage model and supporting data analysis;
- (k) Research and preparation of Plaintiff's mediation brief;
- (l) Attendance at mediation;
- (m) Negotiating, and reviewing multiple drafts of the Agreements and exhibit;
- (n) Preparation of the motion for settlement approval.

39. The actual lodestar incurred by Plaintiff's counsel is approximately **\$74,730.00** to date (and estimated to be **\$77,730.00**). The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Lilit Tunyan	121.8	\$600	\$73,080.00
Artur Tunyan	3.3	\$500	\$1,650.00
	125.1	Total:	\$74,730.00

40. I also anticipate that we will spend an additional 5 hours on this matter, appearing at the hearing of this motion, working with the administrator to process the Settlement, and preparing final accounting filings after distribution of the Settlement, for an additional lodestar of \$3,000.00.

41. The fee request is **\$41,666.67**, which is one third of the Gross Settlement Amount, as specified in the Settlement Agreement. The requested sum of **\$41,666.67** constitutes a **negative** lodestar multiplier of **1.8**, when compared to just the recorded lodestar of Tunyan Law, APC of **\$74,730.00**.

42. The Agreement also provides for the award of actual costs. Plaintiff's actual, out-of-pocket costs in taking on representation on a contingency basis are currently **\$18,304.97** which include future motion, final report, statement court filing fees and remote appearance fees, as set forth in **Exhibit "2."** Therefore, Tunyan Law, APC, requests an award of **\$18,304.97** to reimburse costs incurred in bringing

1 this action which are less than the maximum amount of \$19,000.

2 THE SETTLEMENT ADMINISTRATOR

3 43. The parties have agreed that administration will be handled by a third-party administrator. In
4 counsel's experience as class counsel in similar wage-and-hour actions with a similar number of
5 employees, Phoenix Class Action Administration Solutions is fully capable of administering the
6 Settlement at a competitive and reasonable cost and should be approved by the Court to administer the
7 Settlement notice process. After obtaining competing bids from four potential settlement administrators,
8 the Parties have agreed to retain Phoenix Class Action Administration Solutions ("Settlement
9 Administrator"), which quoted the flat fee of **\$4,561.64**, to handle settlement administration process. The
10 Parties respectfully request that the Court appoint Phoenix Class Action Administration Solutions to
11 handle these procedures and serve as the Settlement Administrator. Settlement Administration Fees are
12 currently estimated not to exceed **\$4,561.64** and will be paid out of the Gross Settlement Amount,
13 subject to approval of the Court.

14 EXHIBITS

15 44. As noted above, a true and correct copy of the PRIVATE ATTORNEYS GENERAL ACT
16 SETTLEMENT AGREEMENT is attached hereto as **Exhibit "1."**

17 45. Attached hereto as **Exhibit "2"** is a true and correct copy of the current expense ledger for
18 Tunyan Law, APC.

19 NOTICE WAS PROVIDED TO THE LWDA

20 46. A copy of the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT
21 AND RELEASE was submitted to the LWDA prior to the filing of this motion. That submission is
22 attached hereto as **Exhibit "3."**

23 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
24 true and correct. Executed this 24th day of April 2026, at Glendale, California.

25
26 

27 LILIT TUNYAN, "Declarant"
28

Exhibit “1”

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
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Glendale, California 91203
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Attorneys for Plaintiff ALBA SOTO,
as an individual and on behalf of all employees
similarly situated

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Facsimile: 714-427-7799

Attorneys for Defendant STINE
ENTERPRISES INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL

ALBA SOTO, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

STINE ENTERPRISES INC., an Arizona
Corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No. ECU004358

[Assigned for all purposes to Hon. Jeffrey B.
Jones, Dept. 5]

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Action Filed: October 13, 2025
Trial Date: None Set

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”, “Settlement” or “Settlement Agreement”) is made by and between Plaintiff ALBA SOTO (“Plaintiff”) and Defendant STINE ENTERPRISES INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging claims for civil penalties for alleged California Labor Code and Industrial Welfare Commission Wage Order violations against Defendant captioned *Soto v. Stine Enterprises, Inc.*, Case No. ECU004358, initiated on October 13, 2025 and pending in Superior Court of the State of California, County of Imperial.

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

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

1.4. “Aggrieved Employee(s)” means all persons who are or were employed by Defendant and worked in the State of California and classified as non-exempt during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including each Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. “Approval Order” or “Judgment and Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement and entering Judgment.

1.8. "Court" means the Superior Court of California, County of Imperial.

1.9. "Defendant" means named Defendant STINE ENTERPRISES, INC.

1.10. "Defense Counsel" means SNELL & WILMER L.L.P.

1.11. "Effective Date" means the date by when the Court enters a Judgment and Approval Order approving the Settlement.

1.12. "Gross Settlement Amount" means one hundred twenty-five thousand dollars (\$125,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. In addition to the Gross Settlement Amount, in consideration for general release by Plaintiff of all claims beyond PAGA claims released in this Action and in accordance with a separate individual settlement and mutual release agreement entered between the Parties, Defendant agrees to pay Plaintiff twenty-five thousand dollars (\$25,000.00).

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the Judgment and Approval Order entered by the Court approving the Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 65% of the Net Settlement Amount paid to the LWDA under California Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the amount available to be paid to the LWDA (as the LWDA PAGA Payment) and Aggrieved Employees (as Individual PAGA Payments), which shall be the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.18. "PAGA Counsel" or "Plaintiff's Counsel" means TUNYAN LAW, APC.

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

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed and performed work for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from September 16, 2024¹ to June 1, 2026 or as modified under paragraph 8 of this Settlement Agreement.

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

1.23. "PAGA Notice" means Plaintiff's August 6, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit A**.

1.24. "Plaintiff" means ALBA SOTO, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means the claims being released by the State of California with respect to Aggrieved Employees and Plaintiff as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, managers, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

2. RECITALS.

2.1. On October 13, 2025, Plaintiff brought this Action against Defendant for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA") stemming from Defendant's alleged failure to pay all wages due, including minimum wage and overtime; alleged failure to pay proper sick leave and provide employees with written notice of accurate accrued sick leave; alleged failure to provide meal periods or compensation in lieu thereof; alleged failure to provide rest periods or compensation in lieu

¹ The Parties represent and agree that Defendant settled a prior PAGA representative action that released PAGA claims through September 15, 2024.

thereof; failure to provide accurate itemized wage statements upon payment of wages; alleged failure to reimburse for necessary expenditures; alleged failure to pay wages of terminated or resigned employees; alleged failure to pay all earned wages twice per month (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3. On April 1, 2026, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Defendant’s non-exempt, hourly employees in California, which Plaintiff’s Counsel reviewed and analyzed.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 1.10 and 8, Defendant promises to pay One Hundred Twenty-Five Thousand Dollars (\$125,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount which is currently estimated to be \$41,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$19,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff will request approval of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment with the motion or joint stipulation for approval of the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 \$10,000, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration Solutions has been selected as the Administrator, based upon its "not to exceed" bid of \$4,561.64.

3.2.3. To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during

the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are approximately **233** Aggrieved Employees who worked a total 6,525 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. No later than three (3) calendar days after Defendant provides the Aggrieved Employees' Data to the Administrator, the Administrator shall determine whether the threshold set forth in Paragraph 8 has been exceeded and inform the Parties of this, if this has not already been determined and agreed to at an earlier time prior to filing a motion for approval of the Settlement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employees' Data omitted employee identifying information and to provide corrected or updated Aggrieved Employees Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to meet and confer regarding a stipulation and proposed order, to obtain the Court's approval and modification of the Judgment and Approval Order, to allow data to be reconstructed and/or otherwise to resolve any issues related to missing or omitted Aggrieved Employees' Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will transmit payments for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the Cover Letter/Notice Re: PAGA Representative Action Settlement (attached hereto as **Exhibit B**). The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered within 60 days of initial mailing, without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented

1 by such checks to the California Controller's Unclaimed Property Division in the name of the
2 Aggrieved Employee.

3 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
4 to confer any additional benefits or make any additional payments to the Aggrieved Employees
5 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 **5. RELEASES OF CLAIMS.**

7 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
8 the State of California with respect to Aggrieved Employees, Plaintiff and PAGA Counsel will
9 release claims against all Released Parties as follows:

10 **5.1 Plaintiff's Release.**

11 5.1.1 Scope of Plaintiff's Release. Plaintiff and his respective former and present
12 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
13 administrators, successors, and assigns generally, release and discharge Released
14 Parties from all claims, transactions, or occurrences that occurred during the
15 PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
16 could have been, alleged, based on the facts contained in the Operative Complaint
17 and the PAGA Notice ("Plaintiff's Release"). Pursuant to the individual
18 settlement and release agreement Plaintiff also provides a general release of all
19 claims as defined in a separate individual settlement and release agreement.
20 Plaintiff's Release does not does apply to: (i) claims or actions to enforce the
21 PAGA Settlement Agreement; (ii) claims premised upon vested rights Plaintiff
22 may have under Defendant's ERISA-covered employee benefit plans; and (iii)
23 claims that controlling law clearly states may not be released by private
24 settlement, such as claims for unemployment benefits, state-sponsored disability
25 benefits, social security benefits, or workers' compensation benefits. With the
26 exception of Plaintiff, who will execute an individual settlement agreement which
27 includes a general release of all claims, this settlement shall not impact Aggrieved
28

Employees' ability to assert claims other than the PAGA claims being released by this Settlement.

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

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

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice filed with the LWDA or that could have been alleged in the Operative Complaint and the PAGA Notice, based upon the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice ("Released Claims").

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel fees and expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.

Plaintiff's Counsel agrees to prepare and file a joint stipulation or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under California Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA

Settlement and entering Judgment; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (1)(1)), this Agreement (California Labor Code section 2699, subd. (1)(2))); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Judgment and Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the joint stipulation or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall establish an Employer Identification Number for purposes of administering this Settlement and calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4. 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, there are 233 Aggrieved Employees who worked 6,525 Pay Periods from September 16, 2024 to April 1, 2026. This estimate serves as the basis for Plaintiff’s accepting the Gross Settlement Amount. If the number of actual PAGA Pay Periods during the PAGA Period exceeds 10% of the estimated PAGA Pay Periods (i.e., exceeds 7,178 pay periods), Defendant can either have the PAGA Period end on the date that the pay periods reach 7,178 or increase the PAGA Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 7,178 pay periods. For example, if there is an 11% increase in pay periods then the GSA increases by 1%. Seven (7) calendar days prior to PAGA approval motion hearing date Defendant shall provide to Plaintiff’s counsel the estimated number of PAGA Pay Periods as of June 1, 2026.

///

9. CONTINUING JURISDICTION OF THE COURT.

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

9.1. Waiver of Right to Appeal. Provided the Judgment and Approval Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment and Approval Order, 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 any motions, writs or appeals challenging the Judgment and Approval Order. If another party appeals the Judgment and Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment and Approval Order becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

9.2 Enforcement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is

1 for purposes of this Settlement only. If, for any reason the Court does not approve this
2 Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff
3 reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties'
4 willingness to settle the Action will have no bearing on, and will not be admissible in connection
5 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
6 Agreement).

7 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this
8 Agreement together with its attached exhibits shall constitute the entire agreement between the
9 Parties relating to the Settlement, superseding any and all oral representations, warranties,
10 covenants, or inducements made to or by any Party.

11 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
12 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
13 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
14 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
15 terms of this Agreement including any amendments to this Agreement.

16 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use
17 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
18 the Settlement Agreement, submitting supplemental evidence and supplementing points and
19 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
20 or content of any document necessary to implement the Settlement, or on any modification of the
21 Agreement that may become necessary to implement the Settlement, the Parties will seek the
22 assistance of a mediator and/or the Court for resolution.

23 10.5. No Prior Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
26 action, or right released and discharged by in this Settlement.

27 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
28 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employees' Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and only after any court-ordered deadlines and/or hearing regarding final accounting and related compliance, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

1 10.13. No Publicity. Plaintiff and PAGA Counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry or have any
3 communication with the press about this case and/or the fact, amount or terms of this Settlement.
4 Plaintiff and PAGA Counsel agree that they will not engage in any advertising or distribute any
5 marketing materials relating to this Settlement, including but not limited to any postings on any
6 websites maintained by PAGA Counsel; provided, however, that PAGA Counsel may state that
7 it has settled a PAGA action against fast food company so long as neither Defendant nor the
8 Plaintiff are identified.

9 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement
10 is inserted for convenience of reference only and does not constitute a part of this Agreement.

11 10.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 10.16. Notice. All notices, demands or other communications between the Parties in
16 connection with this Agreement will be in writing and deemed to have been duly given as of the
17 third business day after mailing by United States mail, or the day sent by email or messenger,
18 addressed as follows:

19 To Plaintiff:
20 Lilit Tunyan
21 ltunyan@tunyanlaw.com
22 Artur Tunyan
23 atunyan@tunyanlaw.com
24 **TUNYAN LAW, APC**
25 535 N Brand Blvd. Suite 285
26 Glendale, California 91203
27 Telephone: (323) 410-5050

28 To Defendant:
 Anne E. Dwyer
 adwyer@swlaw.com
 SNELL & WILMER L.L.P.
 600 Anton Blvd., Suite 1400
 Costa Mesa, CA 92626

Telephone: 714-427-7000
Facsimile: 714-427-7799

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

10.18. Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Imperial County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

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

The Parties hereby execute this Agreement.

IT IS SO AGREED:

Dated: **ALBA SOTO**

By: _____

ALBA SOTO

Dated: April 10, 2026

STINE ENTERPRISES INC.

DocuSigned by:

By: _____

STEVE STINE

900CC00DFB2440A...

Steve Stine

CEO

1 Dated:

TUNYAN LAW, APC

2 By: _____

3 Lilit Tunyan

4 Artur Tunyan

5 Attorneys for Plaintiff ALBA SOTO,

6 as an individual and on behalf of all employees

7 similarly situated

8 APPROVED AS TO FORM:

9 Dated: April 10, 2026

SNELL & WILMER L.L.P.

10 By: _____

11 Anne E. Dwyer

12 Attorneys for Defendant STINE ENTERPRISES, INC.

Telephone: 714-427-7000

Facsimile: 714-427-7799

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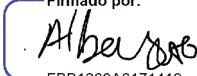
The Parties hereby execute this Agreement.

IT IS SO AGREED:

Dated: 4/10/2026 | 9:10 AM PDT

ALBA SOTO

By: _____

Firmado por:

FBB1260A6171419...

ALBA SOTO

Dated:

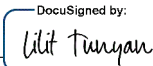
STINE ENTERPRISES INC.

By: _____

Steve Stine
CEO

1 Dated: 4/10/2026 | 9:11 AM PDT

TUNYAN LAW, APC

2 By: 
3 Lilit Tunyan

4 Artur Tunyan
5 Attorneys for Plaintiff ALBA SOTO,
6 as an individual and on behalf of all employees
7 similarly situated

8 APPROVED AS TO FORM:

9 Dated:

SNELL & WILMER L.L.P.

10 By: _____
11 Anne E. Dwyer
12 Attorneys for Defendant STINE ENTERPRISES, INC.

Exhibit “A”



535 N BRAND BLVD, SUITE 285
GLENDALE, CA 91203
www.tunyanlaw.com
323-410-5050
ltunyan@tunyanlaw.com

August 6, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL
Return Receipt Requested

Stine Enterprises Inc.
10851 N Black Canyon Highway, Suite 850
Phoenix, AZ 85029

VIA CERTIFIED MAIL
Return Receipt Requested

Capitol Corporate Services, Inc.
Agent for Service of Process for
Stine Enterprises Inc.
455 Capitol Mall, Suite 217
Saramento, CA 95814

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Soto v. Stine Enterprises, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Alba Soto (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her employer Stine Enterprises Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former

aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff works for Defendant as a cook from approximately June 9, 2023 primarily in Imperial County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff is employed by Defendant, Plaintiff typically works 3 days per week, and over 8 hours per shift.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, were employers or persons acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately

to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action 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. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved

Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to receive and respond to Defendant’s managers’ work-related calls and text messages during or after the scheduled shift hours, off-the-clock, without compensation.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were also required to wash and maintain their heavily soiled uniforms, off- the- clock, without compensation.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts, to make it look on paper that Plaintiff and the Aggrieved Employees took their first meal periods. In fact, Defendant mandated Plaintiff and the Aggrieved Employees to take their meal period during the first 30 minutes of their work shift, and deprived them of their right to take their meal periods during the next 8 hours of shift when they actually needed that meal period. Moreover, Defendant mandated Plaintiff and the Aggrieved Employees to wrongfully combine the first rest period with the first meal period in violation of California law. As a result, Plaintiff and the Aggrieved Employees worked in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the

Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. On information and belief, the Aggrieved Employees had to ask permission from their managers to take their meal periods.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Plaintiff and the Aggrieved Employees were not allowed to leave work premises and have duty-free rest periods and were required to ask permission to take their rest periods. Most importantly, Defendant regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts. In fact, Defendant mandated Plaintiff and the Aggrieved Employees to take their first rest periods at the beginning of their shifts instead of providing and authorizing the rest period every four hours or a major fraction as required under California law. Plaintiff and the Aggrieved Employees would often also time miss their second and third rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Throughout the statutory period, Defendant failed to maintain accurate time records. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff failed to reimburse Plaintiff and the Aggrieved Employees a reasonable portion of their personal cell phone bills as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to send and receive work-related text messages from their supervisors during their scheduled shifts and after their scheduled shifts and wash the heavily soiled uniform at their expense without reimbursement.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1). Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Defendant also incorrectly included vacation and sick pay in the total hours worked by Defendant.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per 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. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Pursuant to Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the relevant time period, Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

In violation of Labor Code § 247.5 Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any 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.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee

of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

Exhibit “B”

[Mailing Date]

NOTICE OF SETTLEMENT

Name

Address

Soto v. Stine Enterprises, Inc.

Imperial County Superior Court, Case No. ECU004358

Dear NAME:

You are receiving the enclosed check in connection with the settlement of a California Private Attorney General Act, California Labor Code § 2698 et seq. ("PAGA") lawsuit entitled *Soto v. Stine Enterprises, Inc.*, Imperial County Superior Court, Case No. ECU004358. In that lawsuit, Plaintiff Alba Soto alleged that Defendant Stine Enterprises, Inc. ("Defendant") violated the California Labor Code, and this plaintiff sought civil penalties under PAGA on behalf of the State of California and non-exempt employees of Defendant who worked for Defendant in California between September 16, 2024 and [REDACTED] ("Aggrieved Employees"). Defendant denied and continues to deny all of the allegations and liability for any claims in this case.

The enclosed check is your share of the settlement calculated on a pro-rata basis based on the number of pay periods you worked for Defendant as a non-exempt employee during the period of September 16, 2024 to [REDACTED]. Your settlement amount represents civil penalties and may be subject to federal, state, and local taxes and may be reported to the appropriate taxing authorities. Enclosed is an IRS Form 1099 for 100% of this payment. Please consult a tax advisor to determine your individual payment, if any, and reporting situation. The enclosed check will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance and shall thereafter automatically be void if not cashed within that time. Funds attributable to any uncashed check will be sent to the California State Controller's Unclaimed Property Division, in your name.

Aggrieved Employees, including you, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates from all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice filed with the LWDA or that could have been alleged in the Operative Complaint and the PAGA Notice, based upon the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice. The Settlement does not affect any other type of claim. There is no statutory right for PAGA Settlement Members to opt out or otherwise exclude themselves from this Settlement.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY CONTACT [SETTLEMENT ADMINISITRATOR] AT [PHONE NUMBER].

Exhibit “2”

Date	Description	Rate (\$)
8/6/2025	PAGA letter mailing costs to Defendant	22.12
8/6/2025	PAGA letter LWDA submission fee	75
10/13/2025	Court complaint filing fee via Journal Technologies	456.41
10/19/2025	Complaint and Summons process service fee by OneLegal	98.09
10/20/2026	Proof of Service court filing fee via Journal Technologies	9.45
12/15/2025	Mediation Fees by Momentum ADR	11000
4/2/2026	Case Management Statement court filing fee via Journal Technologies	9.45
4/6/2026	Notice of Remote Appearance court filing fee via Journal Technologies	9.45
4/7/2026	Remote apperance fee for Case Management Conference	25
5/1/2026	Economic damages expert fee to Berger Consulting Group, LLC	6460
	PAGA serttlement approval motion filing fee via Journal Technologies	71.1
	Status Conference Statement Court filing fee	9.45
	Remote apperance fee for Case Management Conference	25
	Remote apperance fee for PAGA settlement approval motion hearing	25
	Final accounting report court filing fee via Journal Technologies	9.45
Total costs		18304.97

Exhibit “3”

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

***Attorneys for Defendant STINE
ENTERPRISES INC.***

Signature