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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

YOLANDA PONCE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,
Plaintiff,

vs.

LUCKY 7 KING, INC. DBA LUCKY 7
SUPERMARKET, a California corporation;
and DOES 1 through 50, inclusive,
Defendants.

Case No. 23CV411258

*Assigned for All Purposes to: Judge Theodore
C. Zayner, Department 19*

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: February 11, 2026
Hearing Time: 1:30 p.m.
Department: 19

Complaint Filed: February 17, 2023
Trial Date: None Set

I, Heather Davis, declare as follows:

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to
2 written discovery; drafting and opposing discovery related motions; arguing discovery related
3 motions; drafting motions to consolidate related matters; interviewing putative class members and
4 obtaining declarations in connection with class certification; drafting oppositions to motions for
5 class certification; drafting motions for decertification following class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
7 prevailing at class certification and potential damages resulting from such claims; drafting
8 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiff and
9 putative class members; deposing retained expert witnesses; and defending the depositions of
10 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
11 of a matter through and beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
16 of employees against employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to pay any meal and rest premiums and failure to provide accurate wage
19 records. The practice of employment law is a very specific, narrow field which requires diligence
20 in an ever-evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action
25 settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United*
26 *Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-
27 CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell*
28 *Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action

1 settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District
2 class action settlement).

3 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
4 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
5 employees for which final approval of the settlement or class certification has been granted,
6 including, but not limited to the following:

- 7 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles County Superior Court
8 wage and hour class action certifying class of independent contractors and appointing
9 Protection Law Group, LLP as class counsel);
- 10 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court
11 wage and hour class action certifying class of all non-exempt employees and
12 appointing Protection Law Group, LLP as class counsel);
- 13 • *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles County Superior Court
14 wage and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
17 Northern District of California, wage and hour class action settlement and
18 appointment Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County
20 Superior Court wage and hour Class action appointing Protection Law Group, LLP as
21 class counsel in settlement);
- 22 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court
23 wage and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court
26 wage and hour class action);
- 27 • *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

- settlement);
- *Torres v. Auto Rescue et al.*, RIC 1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage

1 and hour class action appointing Protection Law Group, LLP as class counsel in
2 settlement);

- 3 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County
4 Superior Court wage and hour class action appointing Protection Law Group, LLP as
5 class counsel in settlement);
- 6 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
7 Arbitration Association wage and hour class action appointing Protection Law Group,
8 LLP as class counsel in settlement on behalf of class of 75,000+ putative class
9 members);
- 10 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
11 Court wage and hour class action appointing Protection Law Group, LLP as class
12 counsel in settlement);
- 13 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior
14 Court wage and hour class action appointing Protection Law Group, LLP as class
15 counsel in settlement);
- 16 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior
17 Court wage and hour class action appointing Protection Law Group, LLP as class
18 counsel in settlement);
- 19 • *Hernandez v. Access Dental Plan et. al.*, 34-2017-00220944 (Sacramento County
20 Superior Court wage and hour class action appointing Protection Law Group, LLP as
21 class counsel in settlement);
- 22 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San
23 Bernardino County Superior Court wage and hour class action appointing Protection
24 Law Group, LLP as class counsel in settlement);
- 25 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior
26 Court wage and hour class action appointing Protection Law Group, LLP as class
27 counsel in settlement);
- 28 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino

County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court approving PAGA Settlement);
- *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
- *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
- *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);

- *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
- *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement).
- *Herrera et al. v. Anixter, Inc. et al.*, 30-2020-01142893-CU-OE-CXC (Orange County Superior Court approving Class Action and PAGA Settlement)
- *Alvarez v. 2H Construction, Inc.*, 21STCV05675 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
- *Bahena v. New Way Landscape & Tree Services*, 37-2020-00030533-CU-OE-CTL (San Diego County Superior Court approving Class Action and PAGA Settlement)
- *Alvarado v. Kiwi II Construction, Inc.*, RIC2001558 (Riverside County Superior Court approving Class Action and PAGA Settlement)
- *Gonzalez v. Vista Pacifica Enterprises, Inc.*, RIC2001557 (Riverside County Superior Court approving PAGA Settlement)
- *Maldonado v. P&K Investment Co., LLC*, RIC2002722 (Riverside County Superior Court approving PAGA Settlement)
- *Sanchez v. MBK Senior Living*, 30-2019-01115793-CU-OE-CXC (Orange County Superior Court approving PAGA Settlement)\
- *Aguirre v. Prudential Overall Supply*, RICJCCP5046 (Riverside County Superior Court approving PAGA Settlement) July 27, 2022
- *Carrillo v. Weartech International, Inc.*, 30-2020-01151333-CU-OE-CXC (Orange County Superior Court approving Class Action and PAGA Settlement)
- *Salinas v. Brasstech Inc., et al.*, 30-2020-01141960-CU-OE-CXC (Orange County Superior Court approving PAGA Settlement)
- *McCrumb v. Trifecta Management Group, Inc. et al.*, BCV-19-100621 (Kern County

- Superior Court approving Class Action and PAGA Settlement)
- *Andrade v. Dirt Movers, Inc.*, STK-CV-UOE-2021-0008346 (San Joaquin County Superior Court approving Class Action and PAGA Settlement)
 - *McCoy v. Road Runner Sports, Inc.* 19STCV37733 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
 - *Lopez v. Bio-Reference, LLC*, 21STCV46533 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
 - *Holladay v. Grandcare Health Services, LLC et al.*, 20STCV42115 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
 - *Brooks v. Younger MFG, Co.*, 19STCV20386 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
 - *Jurado v. Aequor Healthcare Services, LLC, et. al*, 21STCV06001 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
 - *Flowers et al. v. Unical Aviation Inc.*, CIVDS1804952 (San Bernardino County Superior Court approving Class Action and PAGA Settlement)
 - *McGrew v. Pabon Construction Company*, 21STCV30819 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)

10. I am fully familiar with the legal and factual issues in the Action and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. The Settlement presented here only resulted after having engaged in extensive discovery and investigation and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interests of the Class, Aggrieved Employees, and State of California.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

12. Defendant Lucky 7 King, Inc. dba Lucky 7 Supermarket ("Defendant") is a full-service supermarket, that sells produce, grocery, bakery, and fresh meat in the San Jose area. Defendant operates approximately three different locations in San Jose, California.

1 13. Defendant has employed Plaintiff to work for Defendant as a cashier since
2 approximately August 2018.

3 14. On February 17, 2023, Plaintiff provided notice to the California Labor Workforce
4 Development Agency (“LWDA”) and Defendant of her intent to seek civil penalties under Labor
5 Code § 2699, et seq. (“PAGA”).

6 15. Also on February 17, 2023, Plaintiff filed her Class Action Complaint against
7 Defendant in Santa Clara Superior Court, Case No. 23CV411258, asserting claims for: (1) Unpaid
8 Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid
9 Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid during
10 Employment; (7) Non-Compliant Wage Statements; (8) Unreimbursed Business Expenses; (9)
11 Unfair Business Practices.

12 16. On April 25, 2023, with more than sixty-five (65) days having elapsed since the
13 mailing for Plaintiff’s PAGA Notice and the LWDA not having indicated that it intended to
14 investigate the violations discussed in the PAGA Notice, Plaintiff filed a First Amended
15 Complaint (“FAC” or “Operative Complaint”), adding one (1) cause of action under the Private
16 Attorneys General Act of 2004 (“PAGA”) and sought to recover penalties for these same alleged
17 violations.

18 17. On April 28, 2023, Defendant filed its Answer to the FAC.

19 18. On June 15, 2023, Plaintiff served on Defendant Special Interrogatories, Form
20 Interrogatories, a Demand for Production of Documents, and a Notice of Deposition of
21 Defendant’s Person Most Qualified.

22 19. On July 14, 2023, Defendant provided responses, objections, and a document
23 production.

24 20. The Parties thoroughly met and conferred regarding Defendant’s responses and
25 objections, and after Plaintiff’s extensive meet and confer letters and the Parties’ further
26 telephonic meet and confer, Defendant agreed to provide supplemental responses to Special
27 Interrogatories, and the Demands for Production of Documents.

28 21. On August 21, 2023, Defendant served supplemental responses to Plaintiff’s

1 Request for Production of Documents and Special Interrogatories, Set One. The Parties also
2 thereafter entered into a Protective Order for the production of sensitive documents and drafted
3 and mailed a *Belaire-West* Notice prior to releasing the contact information of the putative class
4 members to Plaintiff's Counsel.

5 22. Following Defendant's production of supplemental documents and responses, the
6 Parties met and conferred and agreed to attend private mediation and informally stay discovery
7 pending the mediation. The Parties agreed to exchange informal discovery and attend mediation
8 in the Action with Kevin Barnes, Esq., a mediator with substantial experience handling wage and
9 hour matters.

10 23. In advance of mediation, Defendant also provided Plaintiff's Counsel with
11 extensive formal and informal discovery including all relevant policies and handbooks in place
12 during the Class Period, Plaintiff's personnel file, time and payroll data for Defendant's direct
13 hires, and figures and information regarding the class size and composition. With this data,
14 Plaintiff's Counsel and their retained expert were able to perform a comprehensive damages
15 analysis and estimate Defendant's potential violations, liability, and exposure, including, and not
16 limited to, analyzing time and pay data, considering potential meal period violations, potential
17 rest period violations, potential synthetic meal period recordings, unpaid meal and rest period
18 premiums, rounding, overtime and premium payments, etc. This discovery and investigation
19 allowed Plaintiff's Counsel to perform a comprehensive damages analysis and estimate
20 Defendant's potential liability.

21 24. After extensive review of these documents, on August 6, 2024, the Parties attended
22 a private mediation with Kevin Barnes, Esq. After a full-day of hotly contested negotiations, the
23 Parties were unable to come to a resolution, but agreed to continue informal negotiations through
24 the mediator and continue with discovery. The Parties began undertaking further discovery while
25 continuing negotiations..

26 25. On October 21, 2024, Plaintiff send a Notice of Deposition of Defendant's Person
27 Most Qualified ("PMQ"), which was set for November 11 and 12, 2024.

28 26. On November 6, 2024, Defendants sent an objection to the Deposition Notice, as

the date did not work with Defendant's calendar.

27. On January 22, 2025, Plaintiff served an Amended Notice of Deposition of Defendant's PMQ, set for March 6 and 7, 2025.

28. Following service of the Amended Notice of Deposition the Parties met and conferred again, and agreed that pending the PMQ Deposition, the Parties would once again attempt informal negotiations through the mediator, Mr. Barnes.

29. Through a combination of formal and informal discovery, Defendant produced an updated records and information regarding the number of putative class members, the number of current versus former employees, the total workweeks and pay periods worked by the Class, and the Class Members' average rate of pay. This allowed Plaintiff to update her class-wide assessment and analysis of potential damages.

30. Thereafter, with the help of the mediator, the Parties were able to reach an agreement on the terms of a class and PAGA settlement. The Parties spent considerable time negotiating and finalizing the terms of the long form agreement, and on April 17, 2025, the Parties fully executed the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"). Attached hereto as **Exhibit 1** is a true and correct copy of the fully executed Joint Stipulation of Class Action and PAGA Settlement

31. On May 5, 2025, Plaintiff filed her Motion for Preliminary Approval of the proposed class action and PAGA Settlement and uploaded the proposed settlement to the LWDA.

32. On or about July 29, 2025, the Court issued a tentative ruling granting preliminary approval of the settlement conditioned about minor modifications to the Class Notice and the requirement that the Parties designate a cy pres recipient for unclaimed funds rather than sending such funds to the state controller.

33. On July 30, 2025, the Parties entered into a stipulation to modify the Settlement and distribute any unclaimed settlement funds to CASA (Court Appointed Special Advocates for Children). Attached hereto as **Exhibit 2** is a true and correct copy of the First Amendment to the Joint Stipulation of Class Action and PAGA Settlement.

34. Thereafter, on or about August 4, 2025, the Court signed the proposed order

granting Plaintiff's Motion for Preliminary Approval.

35. Now, following notice of the settlement to the class, and the opportunity for class members to opt out or be heard, Plaintiff moves for Final Approval of the proposed settlement.

THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

36. The Settlement Administrator for this matter is Phoenix Settlement Administrators ("Settlement Administrator" or "Phoenix") as approved by the Court.

37. After receiving the order granting Plaintiff's Motion for Preliminary Approval my office provided the Settlement Administrator with the Court approved Notice Packet along with a copy of the Settlement Agreement, and a copy of the Court's order granting preliminary approval of the settlement. The settlement included the formula for determining the estimated sum to be paid to each individual from the Net Settlement and stated each Class Member's estimated Individual Settlement Payment.

38. On or about August 21, 2025, Phoenix informed my office it had received the class list from Defendant.

39. On or about September 8, 2025, Phoenix informed my office that it had mailed the Notice to the Class.

40. Following final approval of the settlement and the occurrence of the effective date the Gross Settlement Amount shall be funded in two separate payments. The First Installment of Three Hundred and Fifty-Thousand Dollars (\$350,000.00) shall be paid within 30 days of the Effective Date (the "First Installment"). The Second Installment of One Hundred and Fifty-Thousand Dollars (\$150,000.00) and all applicable employer-side payroll taxes shall be paid within 12 months of the First Installment.

41. Within 14 days of the complete funding of the Gross Settlement Amount, the Settlement Administrator will issue court approved payments for (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

REASONABLENESS OF THE TERMS OF THE SETTLEMENT

42. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendant.

1 The Settlement provides for: (1) a Gross Settlement Amount of \$500,000.00; (2) attorneys' fees
2 in the amount of \$175,000.00 to Class Counsel; (3) actual litigation costs and expenses incurred
3 by Class Counsel in the amount of \$17,921.37 (4) payment of \$50,000.00 in PAGA penalties
4 including \$37,500.00 to the LWDA and \$12,500.00 to the PAGA Members; (5) payment of
5 \$7,750.00 to the Settlement Administrator; and (6) the requested Class Representative
6 Enhancement Payment of \$7,500 to Plaintiff. The result is a Net Settlement Amount ("NSA") of
7 \$241,828.63 which will be distributed to a Settlement Class consisting of 179 participating
8 individuals who worked for Defendant as an hourly-paid or non-exempt employee in California
9 at any time from February 17, 2019, through May 3, 2025.

10 43. The preliminarily approved settlement is the result of intense and hotly contested
11 litigation between the parties and reaching an agreement in this matter was not easy. The parties
12 engaged in extensive discovery. The relationship between the parties was adversarial and at many
13 points during the litigation settlement seemed unlikely. Despite this, the parties agreed to attend
14 mediation on August 6, 2024, with Kevin Barnes, Esq. a highly respected and neutral mediator
15 with extensive experience mediating wage and hour class actions. The settlement negotiations
16 were at arms' length and, although conducted in a professional manner, were adversarial. Despite
17 the help of the mediator, the Parties were unable to reach an agreement to resolve this matter at
18 mediation.

19 44. However, following mediation and further discovery and investigation, the Parties
20 met and conferred and continued informal settlement discussions through the mediator in an effort
21 to resolve the case. After extensive settlement discussions, the Parties accepted a proposal made
22 by the mediator to resolve this matter for a Gross Settlement Amount of \$500,000.00 when at first
23 resolution appeared unlikely.

24 45. Prior to the settlement of this matter my office spent a substantial amount of time
25 researching and investigating the alleged claims. This included communicating with Plaintiff
26 about her work experience with Defendant, legal research regarding the applicable Labor Code
27 Sections, investigation into Defendant's business and business practices, and conducting
28 substantial informal discovery.

1 46. Prior to mediation, my office propounded substantial discovery on Defendant
2 including Form Interrogatories, Special Interrogatories, and Requests for Production. The Parties
3 extensively met and conferred regarding this discovery, and Defendant's responses, and
4 Defendant eventually provided supplemental responses and produced thousands of pages of
5 documents. The Parties also negotiated and sent out a *Belaire-West* Notice allowing my office to
6 obtain the contact information of the putative class members in furtherance of our investigation.
7 Prior to attending mediation Plaintiff's Counsel reviewed extensive documents and discovery
8 including a sampling of the Class Members' time and payroll records, as well as Defendant's
9 relevant employment policies. Defendant also produced extensive information regarding the size
10 and composition of the class including the number of current and former employees, the total
11 workweeks and pay periods worked by the Class, the average rate of pay for hourly employees
12 during the class period, and the number of employees and pay periods within the PAGA period.
13 This discovery and investigation allowed my office to conduct a class-wide analysis of
14 Defendant's potential damages, analyze the strengths and weaknesses of the case, and calculate
15 Defendant's potential exposure. The Parties extensively briefed these issues, provided this
16 analysis to the mediator, and debated their respective positions both at mediation and during the
informal settlement negotiations that followed.

17 47. Based on my experience, and as discussed extensively in Plaintiff's motion for
18 preliminary approval, I believe this settlement represents a fair and reasonable compromise of the
19 class's claims against Defendant. Defendant strongly contested its liability and raised defenses
20 regarding whether these claims were appropriate for class certification and the merits of the
21 individual claims. This included arguments regarding the potential for individualized issues with
22 respect to Plaintiff's meal period claims, rest period claims, and claims regarding off-the-clock
23 work. Defendant at all times maintained that it had complied with California wage and hour laws.
24 Similarly, Plaintiff was prepared to vigorously litigate the disputes including through class
25 certification and trial in the event a settlement could not be reached. The proposed Settlement was
26 reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel
27 for the Parties advanced their respective positions throughout the mediation process and with the

1 help of the mediator, the Parties were eventually able to reach an agreement to resolve these
2 claims.

3 48. Based on my experience litigating similar and complex matters and the history of
4 this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification
5 and merits absent a settlement with substantial risk that Class Members could be forced to wait
6 years and incur additional costs for the same or possibly worse result.

7 49. The lack of any objections to the terms of the proposed Settlement and fact that
8 not a single Class Member requested to be excluded (a 100% participation rate) also supports the
9 reasonableness of the proposed Settlement. Accordingly, the factors assessed by Class Counsel
10 both here and in the motion for preliminary approval, strongly support the conclusion that the
11 Settlement is not only presumed fair but is reasonable.

12 **CLASS COUNSEL'S FEES**

13 50. Class Counsel are seeking attorneys' fees in the amount of \$175,000.00, which is
14 35% of the Gross Settlement Amount. The percentage award of the attorneys' fees is
15 commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a
16 contingency basis, knowing that there would likely be a long battle with a premier defense firm;
17 (2) the time, effort and expense dedicated to the Action; (3) the skill and determination the Action
18 has required; (4) the results achieved throughout the litigation; and (5) the value of the settlement
19 achieved for Class Members, PAGA Members, and State of California.

20 51. Protection Law Group is a small law firm specifically devoted to the representation
21 of employees against employers in California involving claims relating to violations of the
22 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
23 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
24 The practice of employment law is a very specific, narrow field which requires diligence in an
25 ever-evolving field of substantive and procedural law. Class Counsel have devoted significant
26 time and attention to this matter on a contingent basis. The significant time and attention spent on
27 this matter was time we could not spend on other cases or clients.

28 52. As discussed above, Class Counsel undertook extensive investigation, analysis,

1 and research prior to filing the lawsuit, during litigation, and in preparation for mediation. This
2 included attending client meetings; propounding discovery; meeting and conferring with
3 Defendant's Counsel on various issues, and conducting legal research on unanticipated and
4 remote legal defenses. Plaintiff propounded Form Interrogatories, Special Interrogatories, and
5 Requests for Production on Defendant and the Parties extensively met and conferred regarding
6 this discovery with Defendant eventually providing supplemental responses and thousands of
7 pages of documents. The Parties also prepared and sent out a Beliare-West Notice In advance of
8 mediation, Class Counsel analyzed complex time and payroll data. Class Counsel participated in
9 extensive negotiations at and following mediation to reach a settlement and then spent substantial
10 time drafting and revising the Settlement Agreement and revisions thereto. A settlement was
11 achieved despite all of the obstacles that had to be overcome, because Class Counsel used their
12 complex wage-and-hour litigation experience and skills to obtain the Settlement.

13 53. In addition to the time and effort required, the Action also required substantial skill
14 to litigate. For instance, substantial skill was necessary in order to adequately evaluate the alleged
15 claims and negotiate the substantial settlement reached in this matter on behalf of the putative
16 class members. Defendant and its counsel felt very strongly about its ability to ultimately prevail
17 in this matter and mounted several defenses that posed significant threats to class certification,
18 challenged the theories of class counsel, and posed problems moving forward. Despite this, Class
19 Counsel were able to use their substantial experience in complex wage and hour litigation to
20 convince Defendant to discuss a potential settlement rather than proceed with further litigation.

21 54. There were also substantial risks with respect to this matter that Class Counsel
22 were required to evaluate and overcome before reaching a successful settlement. For instance,
23 Defendant claimed there were substantial problems with respect to the manageability of
24 Plaintiff's claims. Defendant raised issues with Plaintiff's meal break claims regarding the
25 necessity of individualized proof. Plaintiff faced similar difficulties with respect to their rest
26 period claims, and claims for off-the-clock work and reimbursement claims. Defendant contended
27 these issues would prevent Plaintiff from successfully recovering on these claims which were a
28 major focus of the litigation. Plaintiff also faced substantial risks associated with Plaintiff's

1 waiting time penalties and wage statement claims which were derivative of Plaintiff's previous
2 claims. Despite these challenges, Defendant ultimately agreed to pay a non-reversionary Gross
3 Settlement Amount of \$500,000.00. Such a settlement, against experienced defense counsel, in a
4 case where legitimate defenses exist, may not otherwise have been possible.

5 55. Additionally, the case was litigated on a contingent basis. Had Class Counsel not
6 been successful the time devoted to this matter would have been for naught and Class Counsel
7 would not have received any fee or any reimbursement for any of the expenses incurred on behalf
8 of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any
9 compensation until recovery is obtained in the Action. This risk is a relevant factor when
10 considering the reasonableness of Class Counsel's requested fee.

11 56. Plaintiff agreed to a fee of thirty-five percent of the Gross Settlement Amount, and
12 this has not been objected to by any member of the Class. I am aware that the common and
13 acceptable rate for representation in wage-and-hour class action litigation is normally twenty-five
14 (25) to thirty-five (35) percent. A fee of thirty-five percent of the Gross Settlement Amount is
15 appropriate here because of the excellent result achieved for the Class, the Aggrieved Employees,
16 and State of California despite the substantial risks described above including the risk that the
17 Class Members, the Aggrieved Employees, and State of California could recover nothing at all.

18 57. While the requested fee is a proper and commonly requested percentage of the
19 common fund, the fee request is also justified under a simple lodestar analysis.

20 58. Protection Law Group is a small law firm that actively and continuously represents
21 plaintiffs in employment class actions and representative actions, in Superior Courts throughout
22 the State of California, in the Court of Appeal, and in various Federal courts. Because of the
23 unique history and nature of our practice, all of the attorneys at Protection Law Group have a high
24 level of knowledge and experience in labor and employment law. Besides myself the following
25 attorneys at Protection Law Group spent significant time working on this matter:

- 26 a. Amir Nayebedadash – Founding Partner of Protection Law Group, LLP. Mr.
27 Nayebedadash received his Bachelor of Arts degree from University of California, Los
28 Angeles and a Juris Doctor degree from Pepperdine University School of Law. He

1 was admitted to practice law in California in November of 2004, and has been
2 admitted to practice in all federal district courts in the State of California. Prior to
3 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson,
4 P.C., the largest labor and employment law firm in the United States. In 2013, Mr.
5 Nayebdadash and I founded Protection Law Group LLP. Since the inception of
6 Protection of Law Group, LLP, Mr. Nayebdadash has focused his practice on the
7 representation of employees against employers in California. Mr. Nayebdadash has
8 extensive experience in all aspects of employment litigation, with a focus on wage and
9 hour class and representative action, including, but not limited to taking and defending
10 depositions, briefing and arguing motions, preparing for class certification,
negotiating complex wage and hour settlements, trial and appeal.

- 11 b. Carlos Jimenez – Partner at Protection Law Group, LLP. Mr. Jimenez received his
12 Bachelor of Arts degree from University of California, Los Angeles in 1999, and a Juris
13 Doctor degree from Loyola Law School in 2003. He was admitted to practice law in
14 California in November of 2003, and has been admitted to practice in all federal district
15 courts in the State of California. Prior to starting at Protection Law Group, LLP, Mr.
16 Jimenez worked at Littler Mendelson, P.C. (“Littler”), the largest labor and
17 employment law firm in the United States, from May 30, 2007, until October 8, 2021.
18 During his time at Littler, Mr. Jimenez specialized in defending Class and PAGA
19 actions, and was the Co-Chair of Littler’s National Class Action Practice Group. Since
20 joining Protection of Law Group, LLP, Mr. Jimenez has focused his practice on the
21 representation of employees against employers in California. Mr. Jimenez has
22 extensive experience in all aspects of employment litigation, with a focus on wage and
23 hour class and representative action, including, but not limited to taking and defending
24 depositions, briefing and arguing motions, preparing for class certification, negotiating
complex wage and hour settlements, trial and appeal.

- 25 c. D. Luke Clapp – Senior Associate at Protection Law Group, LLP. Mr. Clapp received
26 his Bachelor of Arts degree from Macalester College, and a Juris Doctor degree from
27

1 Indiana University Maurer School of Law. He was admitted to practice law in
2 California in December of 2015, and has also been admitted to the Central District of
3 California. Mr. Clapp joined Protection Law Group in January 2017 and since joining
4 Protection Law Group Mr. Clapp's practice has focused on the representation of
5 employee plaintiffs in complex wage and hour class and representative actions. Mr.
6 Clapp has extensive experience briefing and arguing motions, managing written
7 discovery, preparing for class certification, and drafting mediation briefs and complex
8 wage and hour settlements.

9 d. Priscilla Gamino – (Former) Senior Associate at Protection Law Group, LLP. Ms.
10 Gamino received her Bachelor of Arts degree from Brown University and a Juris
11 Doctor degree from California Western School of Law. Ms. Gamino was admitted to
12 practice in California in June 2017 and is admitted to practice law in all California
13 Federal Courts and United States Court of Appeals for the Ninth Circuit. While
14 employed at Protection Law Group, Ms. Gamino's practice focused on the
15 representation of employee plaintiffs in complex wage and hour class and
16 representative actions. Ms. Gamino has extensive experience briefing and arguing
17 motions, managing written discovery, and many other aspects of complex wage and
18 hour disputes

19 e. Brendan Burton—(Former) Senior Associate with Protection Law Group, LLP. Mr.
20 Burton received his Bachelor of Arts degree from the University of San Diego and a
21 Juris Doctor degree from California Western School of Law. Mr. Burton was admitted
22 to practice in California in December 2018 and is admitted to practice law in all
23 California Federal Courts and United States Court of Appeals for the Ninth Circuit.
24 While employed at Protection Law Group, LLP, Mr. Burton's practice focused solely
25 on the representation of employee plaintiffs in complex wage and hour class and
26 representative actions. Mr. Burton has extensive experience briefing and arguing
27 motions, and managing written discovery.

28 f. Susan Huerta (Former) Senior Associate with Protection Law Group. Ms. Huerta

received her Juris Doctorate from Southwestern University School of Law and was admitted to the State Bar of California in June 2008. While employed at Protection Law Group Ms. Huerta exclusively represented employee plaintiffs in complex wage and hour class and representative actions. While employed at Protection Law Group Ms. Huerta's job duties included briefing and arguing motions, managing written discovery, managing a team of associates, and helping direct case litigation.

- g. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam received her Bachelor of Liberal Arts degree from University of California, Los Angeles and a Juris Doctor degree from Pacific Coast University, School of Law. Ms. Sahebghalam was admitted to practice in California in April 2022 and is admitted to practice law in Eastern and Southern Districts of California Federal Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam's practice focused on representing plaintiffs in individual employment discrimination cases and wage and hour disputes in state and federal court as well as arbitration. After joining Protection Law Group, LLP, Ms. Sahebghalam's practice has focused solely on the representation of employee plaintiffs in complex wage and hour class and representative actions.

59. My current billing rate and the actual rate charged clients on an hourly basis is \$900 per hour. My partners, Amir Nayebdadash and Carlos Jimenez each bill at a rate of \$825 per hour. Luke Clapp, a Senior Associate with the firm who worked on the matter currently bills at a rate of \$750 per hour. Three other Senior Associates who are no longer with Protection Law Group also worked on this matter. Susan Huerta utilized a billing rate of \$775 per hour while employed with Protection Law Group, Priscilla Gamino utilized a billing rate of \$650 per hour while employed at Protection Law Group, and Brendan Burton utilized a billing rate of \$500 per hour while employed with Protection Law Group. A current associate with the firm, Shadi Sahebghalam, utilizes a billing rate of \$375 per hour. While the overwhelming majority of my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained on an hourly basis to handle employment-law related issues.

60. Based on my familiarity with prevailing market rates for work of similar

complexity in California, including my extensive involvement in fee application work on my own behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market rate for work of similar complexity performed by attorneys of similar skill and experience. I have extensive knowledge of the prevailing hourly rates in the community for work of similar nature and complexity to the work in this case. My experience and knowledge in this regard comes from a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my familiarity with fee application orders in other cases; and (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research regarding law firm billing rates.

61. As such, it is my opinion that our requested hourly rates of \$900 for myself, \$825 for Mr. Nayebdadash and Mr. Jimenez, \$750 for Mr. Clapp, \$775 for Ms. Huerta, \$650 for Ms. Gamino, \$500 for Mr. Burton, and \$375 for Ms. Sahebghalam and the use of a blended rate of at least \$650 for Protection Law Group based on the work performed in this matter is well within the range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability.

62. My office has spent substantial time on this Action. The tasks performed include investigating Defendant's policies, practices, business model, significant time investigating and reviewing Plaintiff's personnel file, time records, and payroll records, researching Defendant's organization, and strategizing how to certify the alleged claims and bring these claims to trial. Class Counsel also spent significant time drafting and revising the complaints, drafting the pleadings filed with this Court and investigating the alleged claims. My office propounded discovery, reviewed and analyzed Defendant's responses and document production and engaged in efforts to meet and confer with Defendant's counsel. My office drafted and negotiated a *Belaire-West* Notice which was sent to the putative class members. As a result my offices diligent efforts the Parties were able to reach an agreement to attend mediation. In advance of mediation, my office engaged in extensive investigation, review, and analysis of the formal and informal discovery provided by Defendant so that they could effectively negotiate the proposed settlement. My office then spent many hours reviewing the documents produced by Defendant and analyzing

1 data from thousands of pages of documents. When the matter did not settle at mediation my office
2 resumed discovery while continuing to engage in good faith settlement discussions with the help
3 of the mediator. After an agreement was reached in principle class counsel spent significant time
4 negotiating the terms of the settlement to obtain the best possible outcome for the class.

5 63. Since beginning work on this matter, Protection Law Group has spent a total of
6 approximately 245.50 hours litigating this case. To date, applying a blended rate of \$650.00 for
7 the work performed by Protection Law Group this results in an estimated lodestar of \$159,575.00
8 Attached hereto as **Exhibit 3** is a time and task sheet detailing the estimated hours spent on the
9 different tasks associated with the Action.

10 64. Further, I believe the use a multiplier of approximately 1.1 is appropriate in
11 conjunction with the estimated lodestar value.

12 65. Based on my experience multipliers up to four times the estimated lodestar value
13 of a case are commonly awarded by both California and Federal Courts. See e.g. *Wershba v.*
14 *Apple Computer, Inc.* 91 Cal.App.4th 224, 234-35 (2001)(upholding multiplier of 1.42 and noting
15 that multipliers “can range from 2 to 4 or even higher.”)(disapproved on other grounds).

16 66. First, as noted above this settlement represents an outstanding result at the
17 conclusion of hotly contested litigation. The settlement provides class members an average class
18 settlement payment of approximately \$1,351.00 and an estimated high payment of \$7,753.54.
19 This is an outstanding result that exceeds the payments more routinely achieved in similar actions.
20 While each case faces its own unique challenges and circumstances that can make direct
21 comparison difficult, the overwhelming value obtained for the class here demonstrates the
22 outstanding results obtained and should be an important factor in the Court’s decision to approve
23 the requested multiplier and ultimately Class Counsel’s requested fee.

24 67. Further, as noted above, the Action was litigated on a contingent basis, meaning
25 Class Counsel bore all the risks should the Action have failed and still bear the risk of taking
26 whatever actions are necessary if Defendants fail to pay. Class Counsel took on the risk that they
27 could ultimately recover nothing from the litigation if they were unsuccessful or if the
28 organization experienced the financial difficulties. These increased risks were real, challenging,

and significantly increased the contingent risk associated with litigating this matter.

68. Given the complex nature of these claims and daunting legal challenges, I believe there are very few law firms who could have obtained the settlement obtained here by my office. My office has devoted itself to pursuing and understanding these types of cases and was able to litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

69. I believe that the efforts of my office have resulted in substantial benefits to the Settlement Class, in the form of a substantial settlement fund established to compensate Class Members for Defendants' wage and hour violations. Through the efforts of Class Counsel and Plaintiff in the Action, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendant of \$500,000.00. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied. The allocation of thirty-five percent (35%) of this amount to fees as provided for in the Settlement is therefore reasonable given the result achieved.

CLASS COUNSELS' COSTS

70. To date, Class Counsel has borne all risks and costs of litigation and will not receive any compensation until recovery is obtained by Plaintiff and the participating members of the Settlement Class. Protection Law Group has incurred \$17,621.37 to date. I anticipate and would request the Court approve an additional \$300.00 in future costs associated with the filing of this motion, filing the notice of entry of judgment, the filing of the final report and other costs necessary to fully resolve the Action. This is a conservative estimate based on my prior experience regarding the costs incurred as part of the final approval process as incurred in other actions. These costs were necessary for the resolution of the Action and I would request that the Court award Protection Law Group \$17,921.37 to cover the costs and expenses associated with this litigation. The requested reimbursement of \$17,921.37 is \$2,078.63 less than the \$20,000.00 earmarked toward costs. These savings will be included in the Net Settlement Amount and distributed to the Class. Attached hereto as **Exhibit 4** is a costs sheet detailing the various costs incurred by Protection Law Group associated with the Action prior to the filing of this motion.

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PLAINTIFF’S ENHANCEMENT AWARD

71. Here, the requested Class Representative Enhancement Payment of \$7,500 to Plaintiff is justified. It is very reasonable in my experience for Class and PAGA Representatives to recover up to \$7,500.00 as a service/enhancement award. Here, this amount is justified because of the extensive time Plaintiff spent and the assistance she provided to Class Counsel. Plaintiff has been intimately involved in the prosecution of the Action and served as indispensable resources to Class Counsel. Plaintiff has taken actions throughout the litigation to protect the interests of those she now represents. Plaintiff provided valuable information regarding the allegations, kept herself informed of the developments in this matter, and participated in decisions concerning the Action. *See* Declaration of Yolanda Ponce in Support of Plaintiff’s Motion for Final Approval. The information provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without their participation.

72. Additionally, Plaintiff faces actual risks with her future employment and new career by putting herself on public record in an employment lawsuit. As this Court is aware, prospective employers conduct searches on job applicants. One type of search is to learn about an applicant’s litigation history. These searches are easy to run on the internet and relatively inexpensive.

73. As a result of Plaintiff’s actions, other employees have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own.

74. As such, Plaintiff did more than simply lend her name to the lawsuit, and I believe she deserves the requested Enhancement Award.

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PAYMENT TO THE SETTLEMENT ADMINISTRATOR

75. The Settlement Agreement calls for the award of up to \$10,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs associated with administration of the settlement. The Settlement Administrator was able to perform these services for only \$7,750.00. The Settlement Administrator is a necessary third-party who has performed

1 substantial services on behalf of the putative class including sending the notice and the
2 administration of future settlement payments. Accordingly, I would request that the Court award
3 Phoenix Settlement Administrators, \$7,750.00 for the services performed in this Action.

4 **SUGGESTED DATES FOR COMPLIANCE HEARING**

5 76. The First Installment of the Settlement is due 30 days following approval of the
6 Settlement by the Court. The Second Installment is due 12 months thereafter. Should the Court
7 ultimately approve the settlement, Plaintiff's Counsel would suggest a compliance hearing date
8 in April or May 2027, in order to monitor the funding of the settlement and set a final
9 compliance hearing at that time likely for November-December 2027.

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

12 Executed on January 20, 2026

13 

14 Heather Davis

Exhibit 1

Exhibit 1

HEATHER DAVIS, SBN 232372
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Attorneys for Plaintiff
YOLANDA PONCE

[Defense Counsel continued on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

YOLANDA PONCE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

LUCKY 7 KING, INC. DBA LUCKY 7
SUPERMARKET, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV411258

*Assigned for All Purposes to: Judge Theodore
C. Zayner, Department 19*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: February 17, 2023
Trial Date: None Set

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Attorneys for Defendant

LUCKY 7 KING, INC. DBA LUCKY 7 SUPERMARKET

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff YOLANDA PONCE, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendant LUCKY 7 KING, INC. DBA LUCKY 7 SUPERMARKET.

1. “Action” means the court action entitled “*Ponce v. Lucky 7 King, Inc. dba Lucky 7 Supermarket*”, Case No. 23CV411258, pending before the Santa Clara County Superior Court.

3. “Class” or “Class Members” means all current and former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the Class Period.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, One Hundred and Seventy-Five Thousand Dollars (\$175,000.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

6. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4)

1 social security number; (5) start and end dates of active employment as a non-exempt employee
2 of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Pay
3 Periods during the PAGA Period; and (8) any other information required by the Settlement
4 Administrator in order to effectuate the terms of the Settlement.

5 7. “Class Period” means the period from February 17, 2019, and ending on May 3,
6 2025.

7 8. “Class Representative” means Plaintiff Yolanda Ponce in her capacity as
8 representative of the Participating Class Members.

9 9. “Class Representative Enhancement Award” means the amount that the Court
10 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition
11 of the efforts and risks she has taken in assisting with the prosecution of the Action and in
12 exchange for the General Release of her claims as provided herein.

13 10. “Court” means the Superior Court of the State of California for the County of
14 Santa Clara.

15 11. “Defendant” means Lucky 7 King, Inc. dba Lucky 7 Supermarket.

16 12. “Effective Date” means the date that all of the following events have occurred: (i)
17 the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff,
18 Defendant, Class Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval
19 to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the
20 opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the
21 Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment and
22 sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period for
23 filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed
24 without any appeal, writ, intervention, or other proceeding having been filed; (B) when any
25 appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally
26 and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,
27 intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right
28 to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective

1 Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no
2 settlement of any claim was ever reached. All negotiations, statements and proceedings and data
3 relating thereto shall be protected by California Evidence Code § 1152 and shall be without
4 prejudice to the rights of any of the Parties.

5 13. “Final Approval” means the Court entering an order granting final approval of the
6 Settlement Agreement.

7 14. “Gross Settlement Amount” means the sum of Five Hundred Thousand Dollars
8 (\$500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
9 Settlement Amount will return to Defendant, and includes all: (1) payments to the Class; (2) Class
10 Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration Costs; (5) Incentive
11 Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California Labor and
12 Workforce Development Agency (“LWDA”) and PAGA Members. The Gross Settlement
13 Amount is exclusive of employer share of any applicable payroll taxes, and any such employer-
14 side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement
15 Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be
16 the maximum amount Defendant are required to pay under the Settlement.

17 15. “Individual Settlement Payment” means the amount payable from the Net
18 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
19 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
20 Payments shall be paid by a Settlement Check made payable to Participating Class Members
21 and/or PAGA Members.

22 16. “Net Settlement Amount” means the funds available for payments to the Class,
23 which shall be amount remaining after the following amounts are deducted from the Gross
24 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
25 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
26 PAGA Penalties to be paid to the LWDA and PAGA Members.

27 17. “Notice” means the Notice of Proposed Class Action Settlement in a form
28 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class

Members' last known address, and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

18. "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employees' social security number or employee ID number; (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

19. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

20. "PAGA Members" means all current and former hourly paid non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the PAGA Period.

21. "PAGA Penalties" means the amount that the Parties have agreed to allocate in order to settle claims arising under the PAGA. The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the Class Action if the PAGA Penalties are approved by the Court.

22. "PAGA Period" means the period from November 2, 2022, and ending on May 3, 2025.

23. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

25. "Pay Period" shall mean any pay period, in which a PAGA Member worked at least one (1) day during the PAGA Period.

1 26. “Plaintiff” means Yolanda Ponce.

2 27. “Preliminary Approval” means the Court order granting preliminary approval of
3 the Settlement Agreement.

4 28. “Released Class Claims” means all claims, rights, demands, liabilities and causes
5 of action that are alleged, or reasonably could have been alleged based on the same or similar
6 facts and claims asserted in Plaintiff’s November 2, 2023, PAGA Notice Letter, or Plaintiff’s
7 Operative First Amended Complaint (“FAC”) in this Action including the following claims:

- 8 a. (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
9 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
10 Premiums), including any claims regarding failure to pay premium pay and/or to pay
11 premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7
12 (Unpaid Rest Period Premiums), including any claims regarding failure to pay
13 premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of
14 California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5)
15 Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
16 (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During
17 Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant
18 Wage Statements), including any alleged failure to provide complete and/or
19 accurate wage statements; (8) Violation of California Labor Code § 1174(d)
20 (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code
21 §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California
22 Business and Professions Code § 17200, *et seq.*, including all claims for injunctive
23 relief, declaratory relief, restitution, unfair business practices alleged or which could
24 have been alleged in connection with any other claims; and (11) Violation of Labor
25 Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those
26 claims set forth in Roberto Hernandez’s Letter to the Labor & Workforce
27 Development Agency for alleged violations of Labor Code sections 201, 202, 203,
28 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197,

1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018).

This release shall apply to claims arising during the Class Period.

29. "Released PAGA Claims" means any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in Plaintiff's November 2, 2023, PAGA Notice Letter, or Plaintiff's Operative First Amended Complaint ("FAC") for the PAGA Period.

30. "Released Parties" means the named Defendant Lucky 7 King, Inc. dba Lucky 7 Supermarket, and any and all of its past, present and future direct or indirect parents, sister or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future owners, officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heir, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with Defendant.

31. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the class settlement. To be effective, the Request for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and

(b) a clear statement requesting to be excluded from the settlement of the Class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the PAGA.

32. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

33. “Settlement” means the disposition of the Action pursuant to this Agreement.

34. “Settlement Administrator” means Phoenix Class Action Administration Solutions. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating the Notice, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and

1 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
2 as requested by the Parties. Settlement Administration Costs shall not exceed Nine Thousand Two
3 Hundred and Fifty Dollars (\$9,250.00).

4 36. "Settlement Class Members" shall mean all Participating Class Members as
5 described in paragraph 60 and the PAGA Members.

6 37. "Tax Rate Information" shall mean the tax rate currently paid by Defendant for
7 the employer's share of employment taxes in California.

8 38. "Workweek" shall mean any calendar week (*i.e.*, a week beginning with Sunday
9 and ending with Saturday), in which a Class Member worked at least one (1) day during the Class
10 Period.

11 TERMS OF AGREEMENT

12 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
13 all applicable employer-side payroll taxes following Final Approval by the Court and the
14 Effective Date, and

15 (i) The First Installment payment of Three Hundred and Fifty-Thousand dollars and zero
16 cents (\$350,000.00) to be paid within Thirty (30) days of the Effective Date (the "First
17 Installment");

18 (ii) The Second Installment payment of One Hundred and Fifty-Thousand dollars and
19 zero cents (\$150,000.00) to be paid within Twelve (12) months of the First
20 Installment (the "Second Installment");

21 The foregoing will be paid out of the Gross Settlement Amount: the sum of the Individual
22 Settlement Payments, the Class Representative Incentive Payment, Class Counsel's Fees and
23 Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this
24 Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as
25 a result of an increase in the number of Workweeks as set forth below, Defendant shall not be
26 required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-
27 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

28 40. Defendant's Production of Financial Records: The Settlement is subject to

1 Defendant producing financial records agreed upon by the Parties, and Plaintiff's approval of the
2 Settlement based on a review of the financials thereto. Defendant agrees to submit a sufficient
3 supporting Declaration regarding its financials for the Court along with Plaintiff's Motion for
4 Preliminary Approval.

5 41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
6 of the funding of the Second Installment, the Settlement Administrator will issue payments for:
7 (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class
8 Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement
9 Administration Costs.

10 42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
11 motion by Class Counsel for attorneys' fees of not more than One Hundred and Seventy-Five
12 Thousand Dollars (\$175,000.00) plus the reimbursement of costs and expenses associated with
13 the litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars
14 (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the
15 requested fees or costs that are not awarded to the Class Counsel shall be reallocated to the Net
16 Settlement Amount and distributed to Participating Class Members as provided in this
17 Agreement.

18 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or
19 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
20 of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative
21 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims
22 and for her time, effort, and risk in bringing and prosecuting the Action. Any portion of the
23 requested Class Representative Enhancement Payment that is not awarded to the Class
24 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating
25 Class Members as provided in this Agreement.

26 44. Settlement Administration Costs: The Settlement Administrator will be paid for
27 the reasonable costs of administration of the Settlement and distribution of payments from the
28 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs

shall not exceed Ten Thousand Dollars (\$10,000.00).

45. PAGA Penalties: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. Twelve Thousand Five Hundred Dollars (\$12,500.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	500,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	175,000.00
Class Counsel's Costs:	\$	20,000.00
PAGA Penalties	\$	50,000.00
Settlement Administration Costs:	\$	10,000.00
Estimated Net Settlement Amount	\$	237,500.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the

Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the Class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not

1 affect any rights, contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 49. Settlement Administration Process: The Parties agree to cooperate in the
4 administration of the Settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
6 will provide the following services:

- 7 a) Establish and maintain a Qualified Settlement Fund.
- 8 b) Calculate the Individual Settlement Payment each Participating Class
9 Member is eligible to receive and the portion of the PAGA Penalties each
10 PAGA Member shall receive.
- 11 c) Translate the Notice from English to Spanish.
- 12 d) Print and mail the Notice in English and Spanish.
- 13 e) Conduct additional address searches for mailed Notices that are returned
14 as undeliverable.
- 15 f) Process Requests for Exclusion, field inquiries from Class Members.
- 16 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099
17 Tax Forms and any other filings required by any governmental taxing
18 authority.
- 19 h) Provide declarations and/or other information to the Court as requested by
20 the Parties and/or the Court regarding the settlement administration
21 process.
- 22 i) Provide weekly status reports to counsel for the Parties.
- 23 j) Posting a notice of final judgment online at Settlement Administrator's
24 website.

25 50. Delivery of the Class List and Tax Rate Information: Within twenty-one (21)
26 calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate
27 Information to the Settlement Administrator. This is a material term of the Agreement, and if
28 Defendant fail to comply, Plaintiff shall have the right to void the Agreement.

1 51. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving
2 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class
3 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
4 identified in the Class List.

5 52. Confirmation of Contact Information in the Class List: Prior to mailing, the
6 Settlement Administrator will perform a search based on the National Change of Address
7 Database for information to update and correct for any known or identifiable address changes.
8 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
9 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
10 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
11 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
12 determine the correct address using a skip-trace, or other search using the name, address and/or
13 Social Security number of the Class Member involved and will then perform a single re-mailing.
14 If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
15 to a current employee, then Defendant shall make all reasonable efforts to obtain the current
16 address from the Class Member and provide the same within seven (7) calendar days of notice
17 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
18 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
19 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection,
20 or Workweek dispute to the Settlement.

21 53. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
22 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
23 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
24 respective Class Member worked for Defendant during the Settlement Class Period; (e) each
25 Class Member's estimated Individual Settlement Payment and the formula for calculating
26 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
27 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
28 or Workweek disputes; (h) the claims to be released, as set forth herein; and (j) the date for the

1 final approval hearing.

2 54. Disputed Information on Notice: Class Members will have an opportunity to
3 dispute the information provided in their Notice. To the extent Class Members dispute the number
4 of Workweeks with which they have been credited or the amount of their Individual Settlement
5 Payment, Class Members may produce evidence to the Settlement Administrator showing that
6 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
7 records will be presumed determinative. However, if a Class Member produces evidence to the
8 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
9 Member and the Parties will make the final decision as to the number of eligible Workweeks that
10 should be applied and/or the Individual Settlement Payment to which the Class Member may be
11 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

12 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
13 to the requirements listed herein, that Class Member will be given an opportunity to cure the
14 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
15 business days of receiving the defective submission to advise the Class Member that his or her
16 submission is defective and that the defect must be cured to render the Request for Exclusion
17 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
18 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
19 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
20 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
21 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
22 untimely.

23 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
24 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
25 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
26 Member's name, address, telephone number, and the last four digits of the Class Member's Social
27 Security number and/or the Employee ID number and (b) a clear statement requesting to be
28 excluded from the settlement of the Class claims. The date of the postmark on the return mailing

1 envelope receipt confirmation will be the exclusive means to determine whether a Request for
2 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
3 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
4 Requests for Exclusion that were timely submitted. All Class Members who do not request
5 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
6 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
7 as to the release of claims arising under the PAGA. The Parties agree that there is no right for a
8 PAGA Member to opt out of our object to the PAGA Settlement.

9 57. Defendant's Right to Rescind: If Ten Percent (10%) or more of the Class Members
10 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
11 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
12 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
13 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar
14 days of the expiration of the opt-out period. If Defendant exercise its right to rescind the
15 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to
16 the date of rescission.

17 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
18 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
19 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
20 by all of its terms, including those pertaining to the Released Class Claims, as well as any
21 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
22 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
23 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
24 for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

25 59. Objection Procedures: To object to the Settlement, a Participating Class Member
26 must postmark a valid Objection to the Settlement Administrator on or before the Response
27 Deadline. The Objection must be signed by the Participating Class Member and contain all
28 information required by this Settlement Agreement including the employees full name, address,

1 telephone number, the last four digits of their social security number and/or Employee ID number,
2 the name of the case and case number, and the specific reason including any legal grounds for the
3 Participating Class Member's objection. The postmark date will be deemed the exclusive means
4 for determining that the Notice of Objection is timely. Participating Class Members who fail to
5 object in the manner specified above will be foreclosed from making a written objection but shall
6 still have a right to appear at the Final Approval Hearing in order to have their objections heard
7 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
8 encourage Participating Class Members to submit written objections to the Settlement or appeal
9 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
10 to any objections to this Settlement.

11 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
12 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
13 which certifies: (a) the number of Class Members who have submitted valid Requests for
14 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
15 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
16 Administrator will provide to Counsel for both Parties any updated reports regarding the
17 administration of the Settlement Agreement as needed or requested.

18 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
19 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
20 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
21 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
22 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
23 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
24 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
25 their checks until such time that they claim their property. The Parties agree that this disposition
26 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
27 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
28 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,

1 Defendant will not be required to pay any interest on such amounts. The Individual Settlement
2 Payments provided to Participating Class Members and to PAGA Members shall prominently
3 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
4 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
5 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
6 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
7 will result from the Settlement, and therefore Defendant will not be required to pay any interest
8 on such amounts.

9 62. Administration of Taxes by the Settlement Administrator: The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
11 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
12 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
13 all payroll taxes and penalties to the appropriate government authorities.

14 63. Tax Liability: Defendant make no representations as to the tax treatment or legal
15 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
16 not relying on any statement, representation, or calculation by Defendant or by the Settlement
17 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
18 they will be solely responsible for the payment of any taxes and penalties assessed on the
19 payments described herein. Defendant's share of any employer payroll taxes and other required
20 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
21 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
22 Settlement Amount.

23 64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
24 section, the "acknowledging party" and each Party to this Agreement other than the
25 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
26 Agreement, and no written communication or disclosure between or among the Parties or their
27 attorneys and other advisers, is or was intended to be, nor shall any such communication or
28 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United

1 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
2 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
3 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
4 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
5 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
6 or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging
7 party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects
8 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
9 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
10 tax structure of any transaction, including any transaction contemplated by this Agreement.

11 65. No Prior Assignments: The Parties and their Counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
13 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
14 action, cause of action or right herein released and discharged.

15 66. Release by Participating Class Members: Upon the complete funding of the Gross
16 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
17 Class Members shall fully and finally release and discharge the Released Parties from the
18 Released Class Claims that arose during the Class Period. This release shall be binding on all
19 Participating Class Members.

20 67. Release by the State of California and LWDA: As of the date on which Defendant
21 fully fund the Settlement, Plaintiff, the LWDA, and the State of California release the Released
22 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
23 on the facts alleged in the PAGA Notice provided to the LWDA and in the operative Complaint.
24 A copy of this Agreement will be provided to the LWDA concurrently with submission of the
25 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee
26 portion of the PAGA Penalties and will be deemed to have released any claims arising out of
27 PAGA, regardless of whether they opt-out from the release of their Class claims.

28 68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross

1 Settlement Amount, Plaintiff Hernandez agrees—on behalf of himself only—to the additional
2 following General Release: In consideration of Defendant’s promises and agreements as set forth
3 herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims
4 and Released PAGA Claims and any and all claims whatsoever Plaintiff may have against
5 Released Parties regarding Plaintiff’s employment and/or the termination of employment
6 including, but not limited to, any claims for wages, penalties, bonuses, business related expenses,
7 severance pay, vacation pay, employment benefits, stock options, violation of any personnel
8 policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public
9 policy, or damages of any kind whatsoever, arising out of any common law torts, contracts,
10 express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge,
11 any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right
12 to terminate the employment relationship, or any federal, state, or other governmental statute,
13 executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the
14 fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment
15 shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions,
16 rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision
17 under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself,
18 has read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

25 Plaintiff understands that Section 1542 gives the right not to release existing claims of
26 which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been
27 so apprised, Plaintiff nevertheless voluntarily waives his rights described in Section 1542, and
28 elect to assume all risks for claims that now exist in his favor, known or unknown. This release

specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

69. Neutral Employment Reference: In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall not refer to the Action or this Settlement. This provision applies only to requests for employment reference directed to Defendant.

70. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

71. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's Motion for Preliminary Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion. Defendant further agrees to submit a Declaration supporting Plaintiff's Motion for Preliminary Approval and addressing the

1 payment plan. Class Counsel further agrees that it/she/he will provide all necessary notices to the
2 LWDA of the settlement concurrently with Plaintiff's Motion for Preliminary Approval. Any
3 failure by the Court to fully and completely approve the Agreement as to the Action will result in
4 this Settlement Agreement entered into by the Parties, and all obligations under this Settlement
5 Agreement being nullified and voided.

6 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
7 deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or
8 Workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness
9 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
10 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys'
11 Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement
12 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
13 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
14 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
15 of the Action which has the effect of modifying material terms of this Agreement or preventing
16 the full and complete approval of the Settlement Agreement as written and agreed to by the
17 Parties, will result in this Agreement and all obligations under this Agreement being null and
18 void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval except
19 to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

20 73. Court Approval: If the Court fails to approve this Settlement for any reason, the
21 Parties agree to attend mediation again in an effort and cooperate in good faith to reach a
22 settlement approved by the Court. However, if ultimately after submitting the settlement for
23 approval to the Court as set forth in the Settlement Agreement, any Court declines to enter the
24 preliminary approval order, the final approval order, or judgment in substantially the form
25 submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final
26 because of appellate court action, the terminating Party shall give to the other Party (through
27 its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar
28 days after receiving notice that one of the enumerated events has occurred. Termination shall have

the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Class Member, the State of California, PAGA Member or attorney.
- c. The preliminary approval order, final approval order and judgment shall be vacated.
- d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, neither the Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in this action or any other action for any purpose whatsoever.
- f. Plaintiff shall destroy all documents produced by Defendant pursuant to the Parties' agreement to exchange pre-mediation discovery.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

76. Entire Agreement: This Settlement Agreement and any attached Exhibit(s) constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

1 77. Amendment or Modification: Subject to the Court’s approval, this Settlement
2 Agreement may be amended or modified only by a written instrument signed by counsel for all
3 Parties or their successors-in-interest.

4 78. Binding on Successors and Assigns: This Settlement Agreement will be binding
5 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
6 defined.

7 79. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
8 hereto will be governed by and interpreted according to the laws of the State of California.

9 80. Execution and Counterparts: This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
12 of the signature page, will be deemed to be one and the same instrument provided that counsel
13 for the Parties will exchange among themselves original signed counterparts.

14 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
15 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
16 arrived at this Settlement after arm’s-length negotiations and in the context of adversarial
17 litigation, taking into account all relevant factors, present and potential. The Parties further
18 acknowledge that they are each represented by competent counsel and that they have had an
19 opportunity to consult with their counsel regarding the fairness and reasonableness of this
20 Settlement.

21 82. Invalidity of Any Provision: Before declaring any provision of this Agreement
22 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
23 consistent with applicable precedents so as to define all provisions of this Agreement valid and
24 enforceable.

25 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only; except, however, that either party may
27 appeal any court order that materially alters the Settlement Agreement’s terms.

28 84. Class Action Certification for Settlement Purposes Only: The Parties agree to

1 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
2 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
3 that certification for purposes of the Settlement is not an admission that class action certification
4 is proper under the standards applied to contested certification motions and that this Agreement
5 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
6 should be certified or (b) Defendant are liable to Plaintiff or any Class Member, other than
7 according to the Settlement's terms.

8 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
9 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
10 litigation. In entering into this Agreement, Defendant do not admit, and specifically deny, they
11 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
12 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
13 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
14 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
15 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
16 as an admission or concession by Defendant of any such violations or failures to comply with any
17 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
18 Agreement and its terms and provisions shall not be offered or received as evidence in any action
19 or proceeding to establish any liability or admission on the part of Defendant or to establish the
20 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
21 local or other applicable law.

22 86. Captions: The captions and section numbers in this Agreement are inserted for the
23 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
24 provisions of this Agreement.

25 87. Waiver: No waiver of any condition or covenant contained in this Settlement
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
27 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
28 right or remedy.

1 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
2 such disputes shall be submitted to Marc Feder, Esq. for consultation.

3 89. Enforcement Action: In the event that one or more of the Parties institutes any
4 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
5 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
6 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
7 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

8 90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
9 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
10 strictly against one Party than another merely by virtue of the fact that it may have been prepared
11 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
12 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

13 91. Representation By Counsel: The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
15 and that this Agreement has been executed with the consent and advice of counsel and reviewed
16 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
17 Agreement.

18 92. All Terms Subject to Final Court Approval: All amounts and procedures described
19 in this Settlement Agreement herein will be subject to final Court approval.

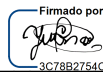
20 93. Cooperation and Execution of Necessary Documents: The Parties agree to
21 cooperate to promote participation in the Settlement, and in seeking court approval of the
22 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
23 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or
24 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and
25 will work in good faith to reach an agreement approved by the Court. Defendant further agree
26 that they will not oppose Plaintiff's motion for preliminary approval and/or motion for final
27 approval, so long as the motion for preliminary approval and/or motion for final approval are
28 entirely consistent with the terms of this Settlement Agreement.

94. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to publicize the terms of this Settlement via any medium, including but not limited to, any newspaper, journal, magazine, website, online reporter of settlements, social media, and/or direct mail.

95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

DATED: 4/4/2025 _____

Firmado por:

3C78B2754C024DB

Plaintiff Yolanda Ponce

DATED: _____

Defendant Lucky 7 King, Inc.

Name: _____

Title: _____

1 94. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure
2 of the Settlement until after the filing of the motion for preliminary approval of the Settlement.
3 Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class
4 Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA
5 Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff
6 is aware of, and will encourage him to adhere to, the restriction against any public disclosure of
7 the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class
8 Counsel and named Plaintiff agrees not to publicize the terms of this Settlement via any medium,
9 including but not limited to, any newspaper, journal, magazine, website, online reporter of
10 settlements, social media, and/or direct mail.

11 95. Binding Agreement: The Parties warrant that they understand and have full
12 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
13 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
14 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
15 provisions that otherwise might apply under federal or state law.

16
17 [SIGNATURES CONTAINED ON FOLLOWING PAGE]
18

19 DATED: _____

20 Plaintiff Yolanda Ponce

21
22 DATED: 4/15/2025



23 Defendant Lucky 7 King, Inc.

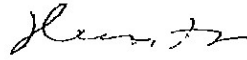
24 Name: Vanessa Yeh

25 Title: President
26
27
28

1 **Approved as to Form:**

2 **PROTECTION LAW GROUP, LLP**

3
4 DATED: April 4, 2025



Heather Davis
Amir Nayebdadash
Brendan J. Burton
Shadi Sahebghalam
Attorneys for Plaintiff
YOLANDA PONCE

8
9 **KIRK G. DOWNING, ESQ.**

10 DATED: _____

Kirk Downing
Attorney for Defendant
LUCKY 7 KING, INC.

14 **FREEMAN MATHIS & GARY, LLP**

15
16 DATED: _____

John K. Rubiner
Elizabeth Y. Mu
Attorneys for Defendant
LUCKY 7 KING, INC.

1 **Approved as to Form:**

2 **PROTECTION LAW GROUP, LLP**

3
4 DATED: _____

Heather Davis
Amir Nayebdadash
Brendan J. Burton
Shadi Sahebghalam
Attorneys for Plaintiff
YOLANDA PONCE

8
9 **KIRK G. DOWNING, ESQ.**

10 DATED: APRIL 17 2025

Kirk G Downing
Kirk Downing
Attorney for Defendant
LUCKY 7 KING, INC.

13
14 **FREEMAN MATHIS & GARY, LLP**

15
16 DATED: April 17, 2025

John K. Rubiner
John K. Rubiner
Elizabeth Y. Mu
Attorneys for Defendant
LUCKY 7 KING, INC.

Exhibit 2

HEATHER DAVIS, SBN 232372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
brendan@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
YOLANDA PONCE

[Defense Counsel continued on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

YOLANDA PONCE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

LUCKY 7 KING, INC. DBA LUCKY 7
SUPERMARKET, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV411258

*Assigned for All Purposes to: Judge Theodore
C. Zayner, Department 19*

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: February 17, 2023
Trial Date: None Set

KIRK G. DOWNING, ESQ. SBN 93730

kirk@downinglaw.us

9454 Wilshire Blvd., Suite 600

Beverly Hills, California 90212

Tel: (323) 935-3517

FREEMAN MATHIS & GARY, LLP

John K. Rubiner (CA SBN 155208)

JRubiner@fmglaw.com

Elizabeth Y. Mu (CA SBN328743)

Elizabeth.Mu@fmglaw.com

550 South Hope Street, Suite 2200

Los Angeles, CA 90071

Telephone: 213-615-7000 ♦

Facsimile: 213-615-7100

Attorneys for Defendant

LUCKY 7 KING, INC. DBA LUCKY 7 SUPERMARKET

1 **FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA**
2 **SETTLEMENT**

3 Pursuant to Paragraph 77 of the Joint Stipulation of Class and PAGA Action Settlement
4 (“Settlement Agreement”), which states that “Subject to the Court’s approval, this Settlement
5 Agreement may be amended or modified only by a written instrument signed by counsel for all
6 Parties or their successors-in-interest,” Plaintiff YOLANDA PONCE (“Plaintiff”) and Defendant
7 LUCKY 7 KING, INC. DBA LUCKY 7 SUPERMARKET (“Defendant”) (Plaintiff and
8 Defendant collectively the “Parties”), through their counsel of record, hereby amend the
9 Settlement Agreement as follows:

10 **Amendment No. 1**

11 Paragraph 61: Uncashed Settlement Checks: Any checks issued by the Settlement
12 Administrator to Participating Class Members and PAGA Members will be negotiable for at
13 least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA
14 Member does not cash his or her Settlement Check or PAGA payment check within one
15 hundred eighty (180) days, the uncashed funds, subject to Court approval, shall be distributed to
16 the CASA, Court Appointed Special Advocates for Children (<https://www.californiacasa.org>).
17 The Parties agree that this disposition results in no “unpaid residue” under California Civil
18 Procedure Code §384, as the entire Net Settlement Amount will be paid out to Participating
19 Class Members and PAGA Members, whether or not they all cash their Settlement Checks or
20 PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such
21 amounts. The Individual Settlement Payments provided to Participating Class Members and to
22 PAGA Members shall prominently state the expiration date or a statement that the Settlement
23 Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be
24 made in a letter accompanying the Individual Settlement Payment. Expired Individual
25 Settlement Payments will not be reissued, except for good cause and as mutually agreed by the
26 Parties in writing. The Parties agree no unclaimed funds will result from the Settlement, and
27 therefore Defendant will not be required to pay any interest on such amounts.
28

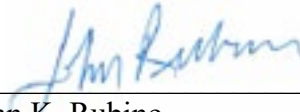
PROTECTION LAW GROUP, LLP



DATED: July 30, 2025

Heather Davis
Amir Nayebdadash
Carlos Jimenez
Shadi Sahebghalam
Attorneys for Plaintiff
YOLANDA PONCE

FREEMAN MATHIS & GARY, LLP



DATED: July 30, 2025

John K. Rubine
Elizabeth Y. Mu
Attorneys for Defendant
LUCKY 7 KING, INC.

Kirk Downing, Esq.
Attorney for Defendant
LUCKY 7 KING, INC

Exhibit 3

Ponce v. Lucky 7 King, Inc. dba Lucky 7 Supermarket.
SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 23CV411258

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality	7.50
Pre-Lawsuit Investigation of the Merits of Plaintiff Yolanda Ponce's ("Plaintiff") Claims and the Merits of the Claims of other Putative Class Members,	6.00
Pre-Lawsuit Investigation of Potential Damages and Penalties Exposure of Defendant Lucky 7 King, Inc. ("Defendant") with Respect to Plaintiff, Putative Class Members, and Aggrieved Employees	5.50
Pre-Lawsuit Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	5.00
Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates	2.10
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.00
Research and Investigation Re: Post- <i>Duran vs. U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	3.30

Research and Investigation re Impact of COVID-19 Pandemic on Defendant, it's operations, and Putative Class Members and the Aggrieved members	2.50
Prepare a Discovery Strategy Plan of Action, Including Topics of Inquiry Important to Class Certification, Manageability, Liability, and Damages/Civil Penalties	3.20
Meet and Communicate with Plaintiff Yolanda Ponce Throughout the Pendency of the Case	13.40
Pleadings and Court Filings	
Research and Draft Plaintiff Yolanda Ponce's Class Action Complaint (filed on February 17, 2023)	8.00
Review Order Deeming Case Complex and Staying Discovery and Responsive Pleading Deadline (filed March 20, 2023)	0.20
Draft First Amended Class Action and Representative Action Complaint (filed April 25, 2023)	2.00
Review Defendants Answer to First Amended Complaint and Research Affirmative Defenses (filed June 28, 2024)	0.80
Review Notice of Appearance of Defendant's Counsel (filed May 11, 2023)	0.10
Draft, Review, and/or Revise Joint Case Management Conference Statement (filed June 7, 2023)	0.80
Review Notice of Further Case Management Conference (filed June 23, 2023)	0.10
Draft, Review, and/or Revise Joint Case Management Conference Statement (filed October 10, 2023)	0.70
Review Notice of Further Case Management Conference (filed October 30, 2023)	0.10
Draft Notice of Entry of Protective Order (filed November 16, 2023)	0.10

Draft Joint Stipulation to Continue February 21, 2024, Case Management Conference; Proposed Order (filed February 23, 2024)	0.50
Draft Notice of Change of Address (filed April 23, 2024)	0.10
Review Notice of Further Case Management Conference (filed May 2, 2024)	0.10
Review Notice of Association of Counsel for Defendant (filed July 25, 2024)	0.20
Draft, Review, and Revise Joint Case Management Conference Statement (filed September 18, 2024)	0.90
Draft, Review, and Revise Joint Case Management Conference Statement (filed January 16, 2025)	0.50
Draft, Review, and Revise Joint Case Management Conference Statement (filed April 17, 2025)	0.40
Appearances	
Prepare for and remotely attend Case Management Conference (June 14, 2023)	0.80
Prepare for and remotely attend Case Management Conference (October 18, 2023)	0.60
Prepare for and remotely attend Case Management Conference (April 4, 2024)	0.80
Prepare for and remotely attend Case Management Conference (September 25, 2024)	0.70
Prepare for and remotely attend Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (July 30, 2025)	1.0
Prepare for and remotely attend Hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement (February 11, 2026) (Anticipated)	1.0

Discovery and Deposition	
Draft, Review, and/or Revise Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Demand for Production of Documents (Set One) (served on June 15, 2023)	6.50
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Defendant's Person Most Qualified set for September 6-7, 2023 (served on June 15, 2023)	1.70
Review, Analyze, Catalogue, and Summarize Defendant's Responses and Objections to Form Interrogatories, Special Interrogatories, and Requests for Production (served July 14, 2023)	12.00
Review, Analyze, Catalogue, and Summarize Defendant's Supplemental Responses and Objections to Special Interrogatories and Requests for Production (served August 21, 2023)	7.50
Draft, Review, and Revise Stipulation and Protective Order (Confidential Designation Only)(filed October 11, 2023)	1.0
Review, Analyze, and Catalogue Defendant's Bates Labeled Document Production Bates Label 1-8152 (served November 28, 2023)	8.00
Draft, Review, and Revise Belaire-West Notice (mailed December 13, 2023)	2.50
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Defendant's Person Most Qualified set for November 11-12, 2024 (served on October 21, 2024)	0.20
Review and Analyze Objection to Notice of Deposition of Defendant's Person Most Qualified set for November 11-12, 2024 (served on November 6, 2024)	0.10
Draft, Review, and/or Revise Plaintiff's Amended Notice of Deposition of Defendant's Person Most Qualified set for March 6-7, 2025, (served on January 22, 2025)	0.20

Letters and Correspondence	
Research and Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Yolanda Ponce for Penalties Under California Labor Code section 2698, et seq. (served on February 10, 2025)	2.50
Draft Correspondence to and Upload Correspondence with California Labor and Workforce Development Agency Re: Plaintiff's Claims for Penalties Under California Labor Code section 2698; Payment of Filing Fees; Proposed Settlement; and Additional Communications	0.80
Preparation for and Discussions with Defendant's Counsel, Draft Correspondence to Defendant's Counsel, and Review and Respond to Correspondence from Defendant's Counsel	22.40
Draft Correspondence to and Review and Respond to Correspondence from Plaintiff's Expert	2.10
Draft Correspondence to and Review and Respond to Correspondence from Mediators and Mediator's Assistants regarding Mediation Scheduling, and Mediation and Settlement Discussions	1.00
Draft Correspondence to and Review and Respond to Correspondence from Third Party Settlement Administrators Regarding Administration of Belaire-West Notice Procedure, Settlement Administration Quotes, Supporting Declarations, Individual Settlement Payment Calculations, and updates regarding mailing of Class Notice and Response to the Settlement.	4.80

Mediation/Settlement	
Review and Analyze Information, Data, and Documents Produced by Defendant in advance of Mediation on August 5, 2024, with Kevin Barnes, Esq., including amongst other relevant documents, employee handbooks, wage statements and corresponding time records of the putative class members and personnel file.	16.00
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling Exhibits in Support of Mediation Brief; Analyzing and preparing Comprehensive Damages Analysis in advance of Mediation on February August 5, 2024, with Kevin Barnes, Esq.	20.40
Prepare for and Attend Mediation via Zoom with Kevin Barnes, Esq. (August 5, 2024)	8.20
Draft, Revise, Review, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement (executed April 15, 2025)	8.20
Draft, Review, and Revise First Amendment to Joint Stipulation of Class Action and PAGA Settlement (executed July 30, 2025)	0.40
Law and Motion	
Research and Draft Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement, Declaration of Heather Davis in Support Thereof, Declaration of Plaintiff Yolanda Ponce in Support Thereof; Declaration of Jody Lawrence of Phoenix Settlement Administrators In Support Thereof; [Proposed] Order (filed May 5, 2025)	24.00
Review Court's Tentative Ruling Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed July 29, 2025)	0.20
Review Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed August 4, 2025)	0.20

Draft and Finalize Notice of Entry of Order Granting Motion for Preliminary Approval of Class Action and PAGA Complaint (filed August 11, 2025)	0.10
Research and Draft Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Plaintiff Yolanda Ponce in Support Thereof; Declaration of Lluvia Islas of Phoenix Settlement Administrators In Support Thereof; and [Proposed] Final Approval Order and Judgment (filed January 20, 2026) (Anticipated)	22.50
Total Hours:	245.50

Exhibit 4

Ponce v. Lucky 7 King, Inc. dba Lucky 7 Super Market
Santa Clara County Superior Court Case No. 23CV411258

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
February 2023-January 2026	Court Filings and Attorney Service Fees	\$ 3,102.68
June 2023	UPS Delivery Fees	\$ 62.53
May 2024	Apex Class Action, LLC-Administration of Belaire-West Notice	\$ 706.16
July 2024	Mediation Fees and Expenses	\$ 6,250.00
July 2024	Expert Fees - Phillips, Fractor & Company, LLC	\$ 7,500.00
January 2026-October 2026	Estimated Future Costs (filing of Motion for Final Approval, and filing and service of Notice of Entry of Judgment, filing Declaration re Settlement Distribution)	\$ 300.00
TOTAL CURRENT COSTS		\$ 17,621.37
TOTAL COSTS (CURRENT + FUTURE COSTS)		\$ 17,921.37