

MELMED LAW GROUP P.C.

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

Hannah Becker (SBN 345452)

hb@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JORGE SOLIS, ANDRES SOLIS, and
ANTHONY BEDOLLA, individuals on behalf
of themselves, the State of California, as a
private attorneys general, and on behalf of all
others similarly situated,

Plaintiffs,

v.

TINY TURNIP, LLC, a California Limited
Liability Company; and DOES 1 TO 50,

Defendants.

Case Number: 30-2025-01521833-CU-OE-CXC

**Declaration of Hannah Becker in Support of
Plaintiffs' Motion for Preliminary Approval
of Class Action Settlement**

Complaint Filed: October 23, 2025

Trial Date: None Set

Reservation No.: 74947224

Hearing Date: November 9, 2026

Hearing Time: 1:30 p.m.

Dept.: CX103

Judge: Hon. David A. Hoffer

DECLARATION OF HANNAH BECKER

I, Hannah Becker, declare and state as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and if called upon to testify, could and would testify competently thereto.

2. I am a senior attorney in the law firm of Melmed Law Group P.C. My office, (“Class Counsel”), is attorney of record for Plaintiffs Jorge Solis, Andres Solis, and Anthony Bedolla (“Plaintiffs” or “Class Representatives”) and the proposed settlement class (the “Class” or the “Class Members”) in the above-captioned matter.

3. I am submitting this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”). All terms used herein have the meaning given in the Motion for Preliminary Approval, unless otherwise defined. A true and correct copy of the Parties’ *Class Action and PAGA Settlement Agreement* (“Settlement Agreement”) is attached hereto as **Exhibit 1**, which includes the *Notice of Proposed Class Action Settlement* (“Class Notice”). Counsel for the Parties have reviewed the Settlement Agreement and notice to ensure they are consistent. A bid for the costs of settlement administration from the proposed settlement administrator ILYM Group, Inc. is attached as **Exhibit 2**. The Settlement Agreement, in its entirety, is incorporated herein by reference.

4. After comprehensive arm’s-length settlement discussions with experienced defense counsel, Plaintiffs and Defendant Tiny Turnip, LLC (“Defendant”), entered into a Settlement Agreement resolving the claims of the putative Class Members and Aggrieved Employees. The Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against it in this matter. The Settlement Agreement contemplates a non-reversionary gross settlement amount of \$114,000.00 (“Gross Settlement Amount”) to be paid to the Class of approximately 136 individual Class Members, as that Class is defined in the Motion for Preliminary Approval, and the approximately 37 Aggrieved Employees.

5. The Settlement Agreement is a “checks cashed,” non-reversionary settlement, meaning that Class Members are not required to submit a claim form to receive their settlement share, none of

1 the Gross Settlement Amount will revert to Defendant, and the applicable employer-side payroll taxes
2 are to be paid by Defendant outside the Gross Settlement Amount. The Gross Settlement Amount is
3 inclusive of individual settlement amounts to the Class members, attorneys' fees and costs, settlement
4 administrative expenses, and class representative payments to Plaintiffs to be approved by the Court.

5 6. I believe that, because the settlement is fair and reasonable, was negotiated at arm's
6 length between counsel following extensive investigation and discovery and was reached after
7 participation in a full-day negotiation, it should be preliminarily approved.

8 7. I have no knowledge of the existence of any conflicting interests between my firm and
9 any of its attorneys, on the one hand, and Plaintiffs or any other Class Member, on the other. I and the
10 attorneys at my firm have vigorously prosecuted this action and have the financial resources to handle
11 this case. I have no knowledge of any class, representative, or other collective action in any other court
12 in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a
13 class or group of individuals who would also be members of the class defined in this action.

14 **I. CLASS COUNSEL IS EXPERIENCED IN WAGE-AND-HOUR LITIGATION**

15 8. The attorneys at my firm and I have extensive experience with the obligations and
16 burdens of representing a class. This knowledge has enabled me and my firm, Melmed Law Group
17 P.C., to successfully represent plaintiffs in many class actions over the past few years. Numerous state
18 and federal courts in California have found that my firm is competent and capable of representing large
19 classes, similar to the one at issue here.

20 9. In 2019, I received a B.A. from the University of British Columbia in Vancouver,
21 Canada. In 2022, I received a J.D. from University of California Law, San Francisco (formerly named
22 UC Hastings). I became a member of the Bar of the State of California in November of 2022.

23 10. I began working at Melmed Law Group, P.C. in September 2022 as a law clerk and
24 started practicing labor and employment law immediately after being sworn into the State Bar in
25 November of 2022. In August of 2025, I became a senior attorney at the firm.

26 11. I have represented thousands of employees in wage and hour class actions and other
27 employment-related matters. Melmed Law Group P.C. has extensive experience in the litigation of
28 complex cases, including California-wide class actions.

1 12. In addition to the instant case, I have served as class counsel in a variety of wage and
2 hour class actions and PAGA actions. I have developed extensive litigation experience in complex
3 employment litigation matters, specifically in California class actions representing employees. *See*
4 **Exhibit 3.**

5 13. I, along with the attorneys and legal staff at Melmed Law Group P.C., have diligently
6 investigated and prosecuted this case to a successful conclusion. Our work resulted in the creation of a
7 significant and non-reversionary settlement amount for the benefit of the Class Members, the State of
8 California, and the Aggrieved Employees. We avoided protracted litigation by conducting considerable
9 investigation before filing suit related to the class claims and efficiently communicated and exchanged
10 information with defense counsel such that the parties could successfully settle the case after being
11 fully informed of the merits of each sides' position. As a result of our efforts, we were able to obtain
12 the favorable Settlement Agreement for the Class Members now before this Court for final approval.
13 Because of the risks involved in litigating the case, particularly the contested legal and factual issues,
14 I believe this settlement is fair, reasonable, and favorable to the Class Members, the State of California,
15 and the Aggrieved Employees.

16 **II. OVERVIEW OF THE CASE**

17 **A. THE PARTIES**

18 14. Defendant Tiny Turnip is a clothing company operating in San Clemente, California.
19 Defendant employed independent contractors in California during the Class Period and PAGA Period.

20 15. Plaintiffs were employed by Defendant in San Clemente, California, as printers and
21 packers during the Class Period and PAGA Period. They were classified as independent contractors.
22 Plaintiffs were paid between \$18.00 and \$22.00 per hour.

23 16. Plaintiffs alleged that Defendant's independent contractors—including Plaintiffs, the
24 Class Members, and the Aggrieved Employees (collectively, the "Class Members")—were
25 misclassified and experienced various violations of California's wage-and-hour laws.

26 **B. PROCEDURAL SUMMARY**

27 17. On October 23, 2025, Plaintiffs Jorge Solis and Andres Solis submitted a letter to the
28 California Labor and Workforce Development Agency ("LWDA") to notify the LWDA, pursuant to

1 PAGA, of Plaintiff's intent to seek civil penalties against Defendant for violations of Labor Code
2 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2,
3 1197, 1197.1, 1198, 1198.5, 1199, 2775, 2802, 2084, and others that may be applicable; and California
4 Industrial Welfare Commission ("IWC") Wage Orders 1-2001, 4-2001, 6-2001, and 7-2001 (the
5 "Applicable Wage Orders"). (Cal. Code of Regs., tit. 8, § 11040). The letter attached to the original
6 complaint, and incorporated the original complaint by reference, and thus sought penalties for claims
7 identical to those alleged in the case. A copy of Plaintiffs' letter to the LWDA is attached hereto as
8 **Exhibit 4.**

9 18. On October 23, 2025, Plaintiffs Jorge Solis and Andres Solis commenced this action by
10 filing a class action complaint alleging causes of action against Defendant for **(1)** failure to pay
11 minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the
12 Applicable Wage Order; **(2)** failure to pay proper overtime wages in violation of Labor Code sections
13 510, 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide compliant rest periods and
14 pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage
15 Order; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation
16 of Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(5)** failure to maintain accurate
17 employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during
18 employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing
19 at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business
20 expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and
21 accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(10)** deceptive,
22 fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's
23 Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

24 19. On January 26, 2026, Plaintiffs filed a first amended complaint alleging causes of action
25 against Defendant for those described in the original Complaint and adding two causes of action for
26 penalties based on the foregoing pursuant to PAGA, and for penalties for willful misclassification under
27 PAGA. (Lab. Code, §§ 2698–2699.6.)
28

1 20. Thereafter, the Parties agreed to attend a private mediation with Lisa Klerman. Prior to
2 mediation, Plaintiffs' counsel, Melmed Law Group, P.C., ("Class Counsel") conducted sufficient
3 informal discovery, investigation, and exercised due diligence in the prosecution of the Action.
4 Discovery, investigation, and prosecution has included, among other things, numerous telephonic
5 conferences with Plaintiffs; inspection and analysis of hundreds of pages of documents, including
6 Defendant's relevant policies and employee handbook, and other information produced by Plaintiffs
7 and Defendant; analysis of the records of Class Members and Aggrieved Employees; an analysis of the
8 legal positions taken by Defendant; investigation into the viability of class treatment of the claims
9 asserted in the action; analysis of potential class-wide damages, including information sufficient to
10 understand Defendant's potential defenses to Plaintiffs' claims; research of the applicable law with
11 respect to the claims asserted in the Operative Complaint and the potential defenses thereto; and
12 assembling and analyzing of data for calculating damages.

13 21. Among other key pieces of information, Plaintiffs' counsel requested in its informal
14 discovery letter the wage statements and time records for a statistically significant sample size of Class
15 Members during the Class Period. The Parties agreed on, and Defendant produced, a 100% sample of
16 independent contractors. This sampling included payroll records and timesheets for the Class
17 Members' shifts during the Class Period. From these records, Plaintiffs' expert was able to carefully
18 craft a damages model for each of the categories of alleged claims for which the data would reflect
19 violations.

20 22. On July 16, 2026, the Parties participated in a full-day mediation with Lisa Klerman
21 who is a full-time mediator with extensive experience in California wage and hour class action lawsuits.
22 The mediation negotiations were contentious, but the Parties were eventually able to reach the broad
23 terms of an agreement. After further negotiation, the Parties executed the longform Settlement
24 Agreement now before the Court for approval. The Settlement Agreement generally follows the Los
25 Angeles Superior Court's *[Model] Class Action and PAGA Settlement Agreement* (LASC CIV 296),
26 with minor changes reflecting the specific terms of the Parties' agreement.

27 23. On September 3, 2026, pursuant to the Settlement Agreement, Plaintiffs filed a second
28 amended complaint amending the class definition from "non-exempt employees" to "independent

contractors,” and notified the LWDA of the same. The second amended complaint is the operative complaint in the action (the “Operative Complaint”).

III. THE PARTIES VIGOROUSLY DISPUTE THE MERITS OF THE CASE

24. Plaintiffs allege several categories of wage and hour violations on behalf of the Class Members. Plaintiffs’ primary claims stem from misclassification as independent contractors. As used herein for ease of reference to the reader, the term “Plaintiffs and the Class” shall refer to Plaintiffs, the putative Class Members, and the Aggrieved Employees.

25. Defendant has persistently denied all liability of any kind associated with the claims and allegations and further denied that the Class Members are entitled to any relief. Defendant also denies that these allegations are appropriate for class or representative treatment for any purpose other than the settlement. Defendant maintains, among other things, that it has complied with California laws in all respects.

A. INDEPENDENT CONTRACTOR MISCLASSIFICATION ALLEGATIONS

26. Plaintiffs argued that there was a clear pattern and practice of willful misclassification of the Class Members. Plaintiffs argued Defendant has maintained a business of hiring individuals as “independent contractors,” without a basis for such misclassification. Plaintiffs argued that, under applicable law, Plaintiffs and the Class Members were employees of Defendant.

27. Plaintiffs argued Defendant exerted significant direction and control over Plaintiffs and the Class Members, including, but not limited to providing training, providing all necessary work equipment, setting and managing all hours and schedules, tracking time via an application, directing all job duties and tasks, and controlling production levels and output. Plaintiffs were solely employees of Defendant and did not have their own businesses. Plaintiffs worked as printers and packers, directly in Defendant’s course of usual business.

28. Plaintiffs estimated Defendant’s total potential liability at \$5,000.00 per Class Member, which is \$680,000.00 in total potential exposure. After conferring with Defendant and considering the very real possibility that the misclassification would not be determined to be “willful,” Plaintiffs estimated Defendant’s realistic exposure at \$1,000.00 per Class Member, which totals approximately **\$136,000.00.**

1 **B. MINIMUM AND OVERTIME WAGE ALLEGATIONS**

2 29. Plaintiffs argued that they and the Class were and are not fully compensated for all hours
3 worked. Further, Plaintiffs argued that Defendant did not pay Plaintiffs and the Class Members one-
4 and one-half times their regular rate of pay for all hours worked over eight in a day or forty in a week.
5 Defendant frequently paid these overtime hours at Plaintiffs and the Class Members' base hourly rate
6 rather than at an overtime rate.

7 30. Defendant argued that there would be significant variation between the Class Members
8 in terms of what off-the-clock hours were actually worked and what overtime hours may have been
9 incorrectly paid. Defendant further argued that separate, highly-individualized determinations would
10 be needed to ascertain whether the Class Members did in fact engage in off-the-clock work. Thus,
11 Defendant concluded that the individualized inquiries necessary to determine liability and damages
12 would render any class action unmanageable.

13 31. According to Plaintiffs' expert's analysis, Defendant underpaid overtime wages by
14 approximately **\$3,465.00**.

15 **C. REST PERIOD ALLEGATIONS**

16 32. Plaintiffs alleged that Defendant failed to authorize or permit Plaintiffs and the Class
17 Members to take duty-free rest periods of no less than ten minutes for every major fraction of four
18 hours worked. Plaintiffs alleged that they and the other employees almost never took a compliant rest
19 period. Specifically, Plaintiffs alleged that they and the Class Members were not authorized or
20 permitted to rest periods due to the demands of the job. Additionally, Plaintiffs alleged that they and
21 the Class Members were not compensated with one hour's pay at their regular rate when they were not
22 provided a compliant rest break.

23 33. Defendant argued that Plaintiffs and Class Members were authorized or permitted to
24 take compliant rest periods. Defendant asserted that no documentary evidence demonstrated that
25 Defendant deprived Plaintiffs and Class Members of timely and complete rest periods. Likewise,
26 Defendant argued that Plaintiffs would be unable to certify their rest period claims because his theory
27 of recovery is not based on facts common to all putative class members. Defendant argued that
28 Plaintiffs' rest period claim was not "likely to prove amenable to class treatment." (*Brinker Rest. Corp.*

1 *v. Superior Court* (2012) 53 Cal.4th 1004, 1021.). Thus, whether Class Members missed their rest
2 periods would turn on individualized issues and therefore present significant difficulty in obtaining
3 class certification.

4 34. Assuming a 25% violation rate, Plaintiffs estimate \$126,055.93 in potential exposure
5 for unpaid rest period premiums (12,593 shifts x 2 rest breaks per shift x \$20.01 x 0.25 violation rate).
6 After applying a 75% discount due to Defendant's alleged defenses, its realistic exposure for this claim
7 is approximately **\$31,513.98**.

8 **D. MEAL PERIOD ALLEGATIONS**

9 35. Plaintiffs argued that the Class Members' meal periods were often late, short, missed,
10 or interrupted. Further, Plaintiffs argued that despite the fact that they and the Class Members were not
11 provided timely 30-minute duty-free meal periods, Defendant failed to pay missed meal period
12 premiums to Plaintiffs and the Class Members.

13 36. Defendant argued that Plaintiffs and Class Members were provided with compliant meal
14 breaks. Defendant further argued that any late or missed meal periods were, at most, sporadic such
15 that even if Plaintiffs succeeded in arguing that Defendant did not sufficiently inform their employees
16 of their right to take meal and rest breaks, the resulting inquiries are entirely individual and would
17 overwhelm any class-wide questions.

18 37. From the sampling of records, Plaintiff's expert estimated 7,496 demonstrated unique
19 meal break violations during the Class Period. These meal break violations collectively create
20 \$151,201.00 in potential exposure for unpaid meal period premiums. After applying a 50% discount
21 due to Defendant's alleged defenses, its realistic exposure for this claim is approximately **\$75,600.50**.

22 **E. RECORDKEEPING ALLEGATIONS**

23 38. Due to the violations described above, Plaintiffs alleged that Defendant did not maintain
24 accurate records.

25 39. Based on the records, there were approximately 1,305 pay periods in the 226 period.
26 Because 75 of these are initial (\$50 penalty) and 1,230 are subsequent (\$100 penalty), the total
27 maximum exposure is \$126,750.00. After applying a 75% discount based on the unlikelihood of full
28 penalties being granted, Defendant's realistic exposure is **\$31,687.50**

1 **F. UNTIMELY WAGES ALLEGATIONS**

2 40. Due to the violations described above, Plaintiffs alleged that Defendant did not pay all
3 wages due at separation.

4 41. As with Plaintiff's other claims, Defendant argued that the Class Members were fully
5 compensated and that such violations were rare and nominal in value, if they occurred at all. Based on
6 the records, there were approximately 1,305 pay periods in the statutory period. Since 75 of these are
7 initial (\$100 penalty) and 1,230 are subsequent (\$200 penalty), there is a total of \$253,500.00 in total
8 possible liability.

9 42. After applying a 75% discount based on the unlikelihood of full penalties being granted,
10 Defendant's realistic exposure is **\$63,375.00**.

11 **G. WAITING TIME PENALTY ALLEGATIONS**

12 43. Due to the violations described above, Plaintiffs alleged that Defendant did not pay all
13 wages due at separation.

14 44. As with Plaintiffs' other claims, Defendant argued that the Class Members were fully
15 compensated and that such violations were rare and nominal in value, if they occurred at all. Defendant
16 thus concluded that the Class Members could not claim waiting time penalties because the Class
17 Members had been fully and timely compensated upon discharge. Defendant further argued that
18 waiting time penalties under Labor Code section 203 are only triggered if the violation is determined
19 to be willful. Defendant argued that it attempted to accurately reflect California's legal requirements a
20 short while after beginning to do business in California, and argued that it therefore was acting in good
21 faith. (See *Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1133 ["a good faith dispute
22 that any wages are due will preclude imposition of waiting time penalties"].) Thus, even if any
23 underpayments had occurred, Defendant argued that they were inadvertent, made in good faith, and
24 could not result in waiting time penalties.

25 45. There were 91 terminated employees in the waiting time period. Assuming 30 days per
26 employee at 6.1 hours per day, per employee, Plaintiffs estimate \$330,927.00 in potential liability for
27 waiting time penalties. However, after applying a 75% discount due to Defendant's alleged defenses,
28 its realistic exposure for this claim is approximately **\$82,731.75**.

1 **H. REIMBURSEMENT ALLEGATIONS**

2 46. Plaintiffs alleged that, at the direction of Defendant and/or with Defendant's knowledge
3 and acquiescence, they and the Class have used their personal cell phones to communicate with their
4 supervisors and coworkers to perform necessary work-related duties for Defendant. Plaintiffs argued
5 that Defendant required Plaintiffs and the Class to shoulder the cost associated with business use of
6 their personal cell phones and personal devices.

7 47. Defendant contended that Plaintiffs and the Class Members were not required to use
8 their personal cell phones for work-related purposes and this claim was entirely without merit.
9 Defendant also argued that there were multiple individualized liability issues related to the expense
10 reimbursement claims. Defendant contended that those issues included whether phones were made
11 available, the motivation of each employee who opted to use his or her own cell phone, whether any
12 expenses claimed were necessary or reasonable, and whether individual Class Members chose not to
13 seek reimbursement.

14 48. Plaintiffs estimated approximately \$5 of work-related cell phone use per pay period,
15 resulting in \$17,875.00 in unreimbursed business expenses. After applying a 50% discount due to
16 Defendant's alleged defenses, its realistic exposure for this claim is approximately **\$8,937.50**.

17 **I. WAGE STATEMENT ALLEGATIONS**

18 49. Plaintiffs alleged that, by virtue of the allegations that Defendant failed to properly pay
19 the Class Members their wages as described above, Defendant had likewise failed to provide the Class
20 Members with compliant wage statements reflecting their gross wages earned and their net wages
21 earned.

22 50. As with Plaintiffs' other claims, Defendant argued that the Class Members were fully
23 compensated and that such violations were rare and nominal in value, if they occurred at all. Defendant
24 thus concluded that Plaintiffs could not claim wage statement penalties because there were no wage
25 statement violations.

26 51. Defendant further argued that purely derivative wage statement claims could not support
27 a cause of action for wage statement penalties. In *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
28 Cal.App.5th 1308, 1334–1337, the appellate court held that inaccurate wage statements alone based on

1 derivative Labor Code violations do not justify penalties. Rather, the plaintiff must establish injury
2 from the inaccuracy and independent inaccuracies different from underpayments or derivative claims.
3 Defendant further argued that Plaintiffs would be unable to prove “injury” for purposes of recovering
4 penalties under Labor Code section 226, subdivision (e).

5 52. In terms of Defendant’s exposure for this claim, Plaintiffs’ Expert estimated 1,305 pay
6 periods in the wage statement period and 75 employees owed a wage statement penalty. Defendant’s
7 estimated exposure is 126,750.00 using \$50.00 for the first violation and \$100.00 for subsequent
8 violations, with a \$4,000.00 per employee maximum. However, after applying a 75% discount due to
9 Defendant’s alleged defenses, its realistic exposure for this claim is approximately **\$31,687.50**.

10 **J. UNFAIR COMPETITION ALLEGATIONS**

11 53. Plaintiffs alleged that, by virtue of the allegations that Defendant failed to properly pay
12 the Class Members their wages as described above, Defendant was liable for restitution in the same
13 amount of the unlawfully withheld wages described above. Because the relief sought under Plaintiffs’
14 UCL claims—namely, in the form of restitution for unpaid wages—was coterminous with Plaintiffs’
15 other claims, Plaintiffs’ UCL allegations did not materially change Plaintiffs’ analysis of Defendant’s
16 exposure.

17 **K. PAGA ALLEGATIONS**

18 54. In ascertaining Defendant’s exposure for this claim, Plaintiffs considered several
19 important cases. First, courts to consider the issue have refused to “stack” PAGA penalties, severely
20 limiting the recoverable PAGA penalties. (See *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th
21 504, 529 [approving PAGA penalty reduction to \$5 per pay period]; accord *Atempa v. Pedrazzani*
22 (2018) 27 Cal.App.5th 809.)

23 55. Second, Defendant argued that Plaintiffs are not entitled to recover PAGA penalties at
24 the subsequent violation rate of \$200 per pay period. California’s appellate courts have held that “[u]ntil
25 the employer has been notified that it is violating a Labor Code provision (whether or not the
26 commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of
27 the violation]” and therefore, until a Court or the Commissioner issues a finding of a violation, the
28 initial \$100 violation rate applies for each pay period in which the alleged violation occurred. (*Amaral*

1 v. *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209.) Thus, Defendant argued that even if
2 Plaintiffs were able to establish any violation of the Labor Code, the PAGA penalties assessed for these
3 violations will be computed at the \$100 rate, as opposed to the \$100 per pay period rate at maximum.

4 56. Defendant further argued that, given the nature of the allegations and Defendant's
5 efforts at good faith compliance with the Labor code, there is a likelihood that a further reduction of
6 the penalty to \$5 per pay period as approved in *Carrington* would apply. (*Carrington v. Starbucks*
7 *Corp., supra*, 30 Cal.App.5th at p. 529.) Defendant further argued that even if Plaintiffs were able to
8 recover some PAGA penalties on behalf of other aggrieved employees, courts frequently use their
9 discretion under Labor Code section 2699, subdivision (e)(2), to significantly reduce PAGA penalties
10 where such penalties would be unjust, arbitrary, and improper.

11 57. There were approximately 653 PAGA pay periods, after applying a 50% reduction
12 because the pay periods were weekly. At \$100.00 per pay period, this results in \$65,300.00 in potential
13 liability. For settlement purposes, Plaintiffs discounted to \$50.00 per pay period, resulting in
14 **\$32,650.00** in realistic exposure.

15 **IV. THE SETTLEMENT ACHIEVED IS FAIR AND REASONABLE**

16 58. Plaintiffs have applied appropriate discounts on the maximum settlement value as
17 calculated above to come to Defendant's realistic exposure of \$497,648.73. As explained above, the
18 issues in this case were hotly contested—both legally and factually. While Plaintiffs continue to believe
19 in the merits of the case, Defendant argued that it fully complied with California's wage and hour laws,
20 and thus faced minimal exposure, if any. Therefore, the Gross Settlement Amount of \$114,000.00 is
21 an excellent result and within the zone of reasonableness for all parties. If preliminary approval is
22 granted, Plaintiffs will have recovered **23%** of the estimated realistic exposure for the Class Members
23 in this case—a fair compromise of the claims, by any measure.

24 59. The Gross Settlement Amount in the Settlement Agreement was reached only after the
25 case was thoroughly investigated by Plaintiffs' counsel. As explained above, Plaintiffs reviewed,
26 among other key pieces of information, the records of all putative Class Members. This included
27 payroll records and timesheets for the Class Members' shifts during the Class Period. Plaintiffs'
28 counsel also conducted a detailed examination of Defendant's relevant policies to inform Plaintiffs'

1 counsel's analysis of Defendant's potential exposure. From these records, Plaintiffs' expert was able
2 to carefully craft a damages model for each of the categories of alleged claims for which the data would
3 reflect violations. In total, Plaintiffs' counsel and Plaintiffs' expert reviewed hundreds of pages of
4 documents prior to agreeing to settle the case.

5 60. These documents, along with the other investigation and discovery described above,
6 were sufficient to allow counsel to act intelligently in reaching the Settlement Agreement and
7 determining that the Gross Settlement Amount was adequate. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1802.) Indeed, after a thorough review of all available evidence in the case,
9 Plaintiffs' counsel have concluded that the Gross Settlement Amount represents an excellent result for
10 the Class.

11 61. The Settlement Agreement was negotiated at arm's length between counsel using a
12 professional and well-respected third-party neutral. Counsel for both parties were thoroughly familiar
13 with the complex legal and factual questions at issue in this litigation. The Settlement Agreement is a
14 product of intensive negotiations, supported by investigation and direct exchanges of information
15 through informal and formal discovery, during the course of settlement negotiations, including a full-
16 day mediation. Although Plaintiffs and their counsel believed the class claims had merit and there was
17 a possibility of certifying the class and claims, they recognized the potential risk, expense, and
18 complexity posed by litigation, such as unfavorable decisions on class certification, summary
19 judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years
20 to litigate. The resulting Settlement Agreement was based on calculations, risk assessment, and non-
21 collusive negotiation. It takes the risks identified above and others into account in arriving at the non-
22 reversionary Gross Settlement Amount.

23 62. Counsel for the Parties spent months prior to the mediation developing the factual record
24 for this case, engaging in formal and informal discovery and exchanges of documents and information,
25 and drafting detailed mediation briefs, all of which ensured both sides were fully informed about the
26 strengths and weaknesses of their respective positions during mediation. The Parties and their counsel
27 attended a full-day mediation session before an experienced and well-respected mediator which
28

1 resulted in the resolution of the case on a class and representative basis. Lisa Klerman is a nationally
2 recognized mediator of complex class actions and employment matters

3 63. In addition, the parties are represented by skilled and experienced counsel with
4 extensive backgrounds in complex litigation and experience litigating similar wage and hour class
5 actions. The Settlement Agreement was reached after extensive investigation and research, calculations
6 and risk evaluation, substantial exchanges of documents, and Plaintiffs' counsel's thorough factual
7 investigation, which were sufficient to evaluate Defendant's defenses. The Settlement Agreement came
8 only after the case was thoroughly investigated by Plaintiffs' counsel. Plaintiffs' counsel all agree that
9 this settlement is fair, adequate, and reasonable, and in the best interests of Class Members.

10 64. Defendant had strong defenses to Plaintiffs' claims, which create a real possibility that
11 the claims might not be certified or might fail on the merits. Proceeding with litigation would impose
12 a significant risk of no recovery as well as ongoing, substantial additional expenditures of time and
13 resources. If settlement were not achieved, continued litigation of the claims would take a substantial
14 amount time and possibly confer no benefit on Class Members. By contrast, the settlement will yield a
15 prompt, certain, and substantial recovery for the Class Members, which also benefits the Parties and
16 the Court. In considering these risks, the choice was overwhelmingly in favor of settlement.

17 65. The Settlement Agreement represents a fair compromise given the risks and
18 uncertainties presented by continued litigation. Defendant asserted and would have continued to assert
19 legal and factual grounds to defend against this action, including factual and legal defenses on the
20 merits. Moreover, continued litigation would be costly, time-consuming, and uncertain. In contrast, the
21 Settlement Agreement ensures timely relief and substantial recovery of the Defendant's realistic
22 exposure.

23 66. Plaintiffs' counsel are experienced in wage-and-hour class actions. Numerous state and
24 federal courts have certified Mr. Melmed as adequate and competent class counsel in wage and hour
25 class actions. Mr. Melmed devotes the vast majority of his law practice to plaintiff-side class and
26 representative employment-law cases.

27 67. The Parties' counsel agree that this settlement is fair, adequate, and reasonable in light
28 of the nature of the claims, realistic risk adjusted value of damages, complexities of the case, the state

1 of the law, and uncertainties of class certification and litigation. Given the risks inherent in litigation
2 and the defenses asserted, this settlement is fair, adequate, and reasonable and in the best interests of
3 Class Members and should be preliminarily approved. The Settlement Agreement is also consistent
4 with other settlements that received approval of the Courts.

5 68. Experienced counsel, operating at arm's length, have weighed the strengths and risks of
6 the case, and endorse the proposed settlement. The view of the attorneys actively conducting the
7 litigation is entitled to significant weight in deciding whether to approve the settlement.

8 **V. SELECTION OF THE SETTLEMENT ADMINISTRATOR.**

9 69. Plaintiffs, through counsel, have obtained bids from several settlement administration
10 companies for the settlement administration of this case. Of those, Apex Class Action Administration
11 presented the lowest qualified bid. Accordingly, Plaintiffs propose using Apex Class Action
12 Administration as the settlement administrator. (Settlement Agreement, at p. 1, 13.) The settlement
13 administrator will be responsible for processing the settlement payments and providing notice to the
14 Class Members as outlined in the Settlement Agreement. (Settlement Agreement, at p. 13–17.)

15 **VI. PLAINTIFFS ARE ADEQUATE CLASS REPRESENTATIVES AND THE**
16 **INCENTIVE AWARDS ARE FAIR AND APPROPRIATE**

17 70. Plaintiffs are adequate class representatives because they are members of the Class,
18 experienced the same wage and hour practices as the rest of the Class, are committed to representing
19 the interests of the Class, have no interests that are adverse to members of the Class, and understand
20 and accepts their duty to represent the best interests of the Class. Plaintiffs are committed to the Class
21 and is adequate to represent the interests of the Class in this litigation. (Jorge Solis Decl., ¶¶ 5-6; Andres
22 Solis Decl., ¶¶ 5-6; Anthony Bedolla Decl., ¶¶ 5-6.)

23 71. Plaintiffs also provided counsel with information that was crucial to initiating the action
24 and preparing for settlement, discussed settlement strategy with counsel, and provided valuable
25 information about the Class Members and their experiences working for Defendant. (Garcia Decl., ¶¶
26 7-9; Villanueva Decl., ¶¶ 7-9; Asbill Decl., ¶¶ 7-9.)
27
28

1 72. Plaintiffs are represented by counsel experienced in the litigation of wage and hour class
2 actions, who have no interests adverse to Plaintiffs or the Class, who vigorously prosecuted this action,
3 and who have the financial resources to handle this case.

4 73. Plaintiffs will request payment of service awards from the Gross Settlement Amount of
5 up to \$2,500.00 each in addition to whatever payment they are otherwise entitled to receive as a Class
6 Member. (Settlement Agreement, at p. 6.) The proposed service award is reasonable compensation
7 given the time and effort that Plaintiffs devoted to this case, the valuable assistance they provided to
8 counsel, and the fact that they entered into a general release of claims that is broader than the release
9 of the Class. (Settlement Agreement, at p. 10; Garcia Decl., ¶ 11; Villanueva Decl., ¶ 11; Asbill Decl.,
10 ¶ 11.)

11 74. Plaintiffs provided invaluable assistance to Plaintiffs' counsel and the Class Members
12 in this case, including providing factual background for settlement discussions and the operative
13 complaint, reviewing the relevant documents, participating in phone calls with Plaintiffs' counsel,
14 gathering highly relevant documents, and reviewing the settlement documents. Plaintiffs agreed to
15 participate in this case with no guarantee of personal benefit. Further, Plaintiffs agreed to undertake the
16 financial risk of serving as class representatives and exposed themselves to the risk of negative
17 publicity by anyone who opposed this case.

18 **VII. THE ATTORNEYS' FEE ALLOCATION UNDER THE SETTLEMENT**
19 **AGREEMENT IS FAIR**

20 75. In addition, at the time of final approval, Plaintiffs' counsel will request attorneys' fees
21 of up to one-third of the Gross Settlement Amount, (i.e., \$28,333.33), plus reimbursement of litigation
22 expenses and costs of up to \$25,000.00. (Settlement Agreement, at p. 6.) As the California Supreme
23 Court has made clear, one-third of the common fund is a reasonable percentage for a trial court to
24 award as attorneys' fees in a class action where a common fund was generated as a result of the case.
25 (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506 [finding no abuse of discretion
26 where trial court approved a fee request of one-third of the common fund].) The California Supreme
27 Court further clarified that trial courts "have discretion to conduct a lodestar cross check on a
28

1 percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross check and
2 use other means to evaluate the reasonableness of a requested percentage fee.” (*Ibid.*)

3 76. The requested fee of one-third of the Gross Settlement Amount is also consistent with
4 awards obtained in similar wage and hour class action cases approved by various courts in California.
5 (See *Stuart v. RadioShack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645
6 [approving fee award of one-third of the total maximum settlement amount of \$4.5 million and noting
7 that the fee award of one-third of the total settlement was “well within the range of percentages which
8 courts have upheld as reasonable in other class action lawsuits”]; *Singer v. Becton Dickinson and Co.*
9 (S.D. Cal., June 1, 2010, No. 08-CV-821-IEG (BLM)) 2010 WL 2196104, at * 8 [approving fee award
10 of 33.33% of the common fund]; *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal., Nov. 14, 2007,
11 No. 1:05CV0484 DLB) 2007 WL 3492841, at *4 [awarding fees of one-third of common fund in a
12 wage and hour class action, noting: “[f]ee awards in class actions average around one-third of the
13 recovery.”]; *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal., Dec. 31, 2008, No. C 06-6883
14 VRW) 2008 WL 5478576, at *8 [approving attorneys’ fees of one-third of common fund].)

15 77. As part of the final approval motion, Plaintiffs’ counsel will request approval of the
16 attorneys’ fees and costs described in this motion and in the Settlement Agreement, which will be heard
17 at the final approval hearing. Accordingly, the Court need not decide the fees and costs at this time, but
18 only authorize the Class Notice to inform class members that counsel will seek fees and costs up to one
19 third of the Gross Settlement Amount in fees, plus actual litigation costs.

20 **VIII. SUBMISSION TO THE LWDA**

21 78. The Settlement Agreement and this motion are concurrently being submitted to the
22 LWDA in accordance with Labor Code section 2699, subdivision (1)(2). The proof of electronic
23 submission is attached hereto as **Exhibit 5**.

1 Dated: September 3, 2026

MELMED LAW GROUP P.C.

2
3 

4 **HANNAH BECKER**

5 Attorney for Plaintiffs, the Putative Class, and the
6 Aggrieved Employees
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between: (1) Plaintiffs Jorge Solis, Andres Solis, and Anthony Bedolla (collectively “Plaintiffs”), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as private attorneys general on behalf of the State of California; and (2) Defendant Tiny Turnip, LLC (“Defendant”). This Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”¹

1. DEFINITIONS

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Jorge Solis, et al. v. Tiny Turnip, LLC*, case number 30-2025-01521833-CU-OE-CXC, initiated on October 23, 2025, and pending in the Superior Court of the State of California for the County of Orange.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are or were classified as independent contractors by Defendant in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or were classified as independent contractors by Defendant in California during the Class Period.
- 1.6. “Class Counsel” means Jonathan Melmed and Hannah Becker of Melmed Law Group P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

¹ This Agreement and the accompanying class notice are based on the Los Angeles County Superior Court’s [Model] Class Action and PAGA Settlement Agreement (LASC CIV 296) (“Model Agreement”), with minor modifications to reflect the agreement by the Parties and the facts of the case.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved *Notice of Class Action Settlement and Hearing Date for Final Court Approval*, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from October 23, 2021, through July 16, 2026.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payments” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of the State of California for the County of Orange.
- 1.16. “Defendant” means the named defendant in the Action, Tiny Turnip, LLC.
- 1.17. “Defense Counsel” means the attorneys representing Defendant, Michelman & Robinson, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: **(a)** the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and **(b)** the Judgment is final. The Judgment is final as of the latest of the following occurrences: **(a)** if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; **(b)** if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.22. “Gross Settlement Amount” means **\$114,000.00**, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payments, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from October 23, 2024, through July 16, 2026.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and 65% to the LWDA (\$6,500.00) in settlement of PAGA claims.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Jorge Solis, Andres Solis, and Anthony Bedolla, the named Plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates including but not limited to Rachel Luzi and Jalyne Crawford.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: **(a)** fax, email, or mail Requests for Exclusion from the Settlement, or **(b)** fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 2.1. On October 23, 2025, Plaintiffs Jorge Solis and Andres Solis commenced this Action by filing a Complaint alleging causes of action against Defendant for **(1)** willful misclassification as independent contractors in violation of Labor Code sections 226.8 and 2775; **(2)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(3)** failure to pay proper overtime wages in violation of Labor Code

sections 510, 1197, and 1198, and the Applicable Wage Orders; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). On January 26, 2026, Plaintiffs filed a First Amended Complaint alleging causes of action against Defendant for those described in the original Complaint and adding one cause of action for penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–2699.6).

- 2.2. The Parties agree that Plaintiffs will be permitted to file a Second Amended Complaint alleging exactly the same causes of action asserted in the First Amended Complaint, changing only the Class Member and Aggrieved Employee definition to “All individuals who were classified as independent contractors and performed services for Defendant in California during the Class Period” from “All individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period.” The Parties agree that the Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On July 16, 2026, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as (i) the operative employee handbook, (ii) policies and procedures related to the claims alleged in the Operative Complaint, (ii) Plaintiffs' personnel files, payroll and time records, and (iv) all time and pay records for the Class Members and Aggrieved Employees. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130 (“*Dunk/Kullar*”).

- 2.6. The Court has not granted class certification.
- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay **\$114,000.00** and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$2,500.00 for Jorge Solis, \$2,500.00 for Andres Solis, and \$2,500.00 for Anthony Bedolla (in addition to any Individual Class Payments and/or any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Final Approval or as part of a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$38,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$22,500.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for Final Approval or as a separate motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs and/or Class Counsel will seek Court approval for any Class Counsel Fees Payment and Class

Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by
(a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
(b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 136 Class Members who collectively worked a total of 3,447 Workweeks, and 54 Aggrieved Employees who worked a total 1,190 of PAGA Pay Periods.
- 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks

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

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. [SECTION INTENTIONALLY LEFT BLANK]

This section is intentionally omitted for numbering purposes to track with the Los Angeles County Superior Court's *[Model] Class Action and PAGA Settlement Agreement* (LASC CIV 296), which contains no section 5.

6. RELEASES OF CLAIMS

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

- 6.1. Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: **(a)** all claims that were alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 6.2, below; and **(b)** all PAGA claims that were alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
 - 6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**
- 6.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged based on the facts stated in the Operative Complaint, including, e.g., claims for: **(1)** willful misclassification as independent contractors in violation of Labor Code sections 226.8 and 2775; **(2)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(3)** failure to pay proper overtime wages in violation of Labor Code sections 510,

1197, and 1198, and the Applicable Wage Orders; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). This includes but is not limited to claims under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1182.12, 2698, 2802, and including the derivative claims under §§ 204, 226.2, 226.4, 1174(d), 1198, and the Industrial Welfare Commission Wage Orders. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 6.3. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, e.g., claims for PAGA penalties based on: **(1)** willful misclassification as independent contractors in violation of Labor Code sections 226.8 and 2775; **(2)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(3)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

7. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

- 7.1. Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed Declarations from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: **(i)** a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); **(ii)** a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; **(iii)** a draft proposed Class Notice; **(iv)** a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; **(v)** signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; **(v)** a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and **(vi)** all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. **SETTLEMENT ADMINISTRATION**

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
 - 8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
 - 8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 8.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the

USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5. If the Administrator, Defendant, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 8.7. Objections to Settlement.
 - 8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
 - 8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to

present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

- 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 8.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, **(1)** there are 136 Class Members and 3,447 Total Workweeks during the Class Period and **(2)** there were 54 Aggrieved Employees who worked 1,190 Pay Periods during the PAGA Period. If the number of Workweeks worked by the Class Members as of the date of this Settlement Agreement is greater than 10% above that estimated by Defendants, then the portion of the Gross Settlement Amount attributable to non-PAGA claims (i.e., the Gross Settlement Amount less the PAGA Penalties) shall be increased proportionately for each additional Workweek above the 10% buffer. If the number of Pay Periods worked by the Aggrieved Employees as of the date of this Settlement Agreement is greater than 10% above that estimated by Defendants, then the portion Gross Settlement Amount attributable to PAGA claims (i.e., the PAGA Penalties) shall be increased proportionately for each additional Pay Period worked above the 10% buffer. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the Class Counsel Fees Payment will increase proportionally such that the total amount of attorneys' fees remains

one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

10. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees

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

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

12. AMENDED JUDGMENT

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

13. ADDITIONAL PROVISIONS

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

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: **(1)** to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; **(2)** counsel in a related matter; **(3)** to the extent necessary to report income to appropriate taxing authorities; **(4)** in response to a court order or subpoena; or **(5)** in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Melmed Law Group P.C.

Jonathan Melmed

jm@melmedlaw.com

Hannah Becker

hb@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

To Defendant:

Michelman & Robinson, LLP

Jeffrey D. Farrow

jfarrow@mrlp.com

Lara A.H. Shortz

lshortz@mrlp.com

Alexandra Miller

amiller@mrlp.com

10880 Wilshire Blvd., 19th Floor

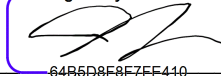
Los Angeles, California 90024

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: 8/6/2026

Signed by: 
64B6D8F8F7FE410...

Jorge Solis
Plaintiff and Class Representative

Dated: _____

Andres Solis
Plaintiff and Class Representative

Dated: _____

Anthony Bedolla
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

Tiny Turnip, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: _____

Melmed Law Group P.C.

Hannah Becker
Attorney for Plaintiffs

DEFENSE COUNSEL:

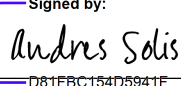
APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: _____

Jorge Solis
Plaintiff and Class Representative

Dated: 8/6/2026

Signed by:


D81FBC154D5941F...
Andres Solis
Plaintiff and Class Representative

Dated: _____

Anthony Bedolla
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

Tiny Turnip, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: _____

Melmed Law Group P.C.

Hannah Becker
Attorney for Plaintiffs

DEFENSE COUNSEL:

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

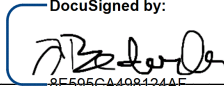
Dated: _____

Jorge Solis
Plaintiff and Class Representative

Dated: _____

Andres Solis
Plaintiff and Class Representative

Dated: 8/5/2026

DocuSigned by:

8E595CA498124AF...

Anthony Bedolla
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

Tiny Turnip, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: August 6, 2026

Melmed Law Group P.C.



Hannah Becker
Attorney for Plaintiffs

DEFENSE COUNSEL:

Dated: _____

Michelman & Robinson, LLP

Jeffrey D. Farrow
Lara A.H. Shortz
Alexandra Miller
Attorneys for Defendant

EXHIBIT A

*(Notice of Class Action Settlement and Hearing Date
for Final Court Approval)*

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

Jorge Solis, et al. v. Tiny Turnip, LLC, Case No. 30-2025-01521833-CU-OE-CXC (Filed
October 23, 2025)

Superior Court of the State of California for the County of Orange

***The Superior Court for the State of California authorized this Notice. Read it
carefully!***

***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not
being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Tiny Turnip, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by three of Defendant’s former independent contractors, Jorge Solis, Andres Solis, and Anthony Bedolla (collectively “Plaintiffs”), and seeks payment of **(1)** back wages and other relief for the period from October 23, 2021, through July 16, 2026 (the “Class Period”) as applied to all individuals who are or were classified as independent contractors by Defendant in California during the Class Period (“Class Members”); and **(2)** penalties under the California Private Attorney General Act (“PAGA”) for the period from October 23, 2024, through July 16, 2026 (the “PAGA Period”) as applied to all individuals who are or were classified as independent contractors by Defendant in California during the PAGA Period (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’

attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former independent contractors of Defendant. The Action accuses Defendant of violating California labor laws by (1) willfully misclassifying employees as independent contractors; (2) failing to pay minimum wage for all hours worked; (3) failing to pay proper overtime wages; (4) failing to provide compliant rest periods and pay missed rest break premiums; (5) failing to provide compliant meal periods and pay missed meal period premiums; (6) failing to maintain accurate employment records; (7) failing to pay timely wages during employment; (8) failing to pay all wages due and owing at separation; (9) failing to reimburse business expenses; (10) failing to provide complete and accurate wage statements; and (11) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Jonathan Melmed and Hannah Becker of Melmed Law Group P.C. ("Class Counsel").

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$114,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than sixty (60) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement (i.e., \$38,000.00) to Class Counsel for attorneys’ fees and up to \$22,500.00 for their litigation expenses. To

date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$2,500.00 for Jorge Solis, \$2,500.00 for Andres Solis, and \$2,500.00 for Anthony Bedolla as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$5,950.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e.g., claims for: **(1)** willful misclassification as independent contractors in violation of Labor Code sections 226.8 and 2775; **(2)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(3)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). This includes but is not limited to claims under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1182.12, 2698, 2802, and including the derivative claims under §§ 204, 226.2, 226.4, 1174(d), 1198, and the Industrial Welfare Commission Wage Orders. Except as set forth in next subsection concerned the Aggrieved Employee's PAGA Release, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, e.g., claims for PAGA penalties based on: **(1)** willful misclassification as independent contractors in violation of Labor Code sections 226.8 and 2775; **(2)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(3)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by **(a)** dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and **(b)** multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by **(a)** dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and **(b)** multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page

of this Notice. You have until **[Response Deadline]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jorge Solis, et al. v. Tiny Turnip, LLC*, Case No. 30-2025-01521833-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by **[Response Deadline]**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least sixteen (16) days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a request for fees, litigation expenses, and service awards (which may be filed as part of the Motion for Final Approval or as part of a separate Motion for Fees, Litigation Expenses, and Service Awards) stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ([URL]).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [Response Deadline].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Jorge Solis, et al. v. Tiny Turnip, LLC*, Case No. 30-2025-01521833-CU-OE-CXC) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [] at [] a.m./p.m.] in Department CX103 of the Orange Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually if the Court's rules permit. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([URL]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other

Settlement documents is to go to None/Other's website at [(URL)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website. You can also make an appointment to personally review court documents in the Clerk's Office.

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

Class Counsel:

Name of Firm: Melmed Law Group P.C.

Names of Attorneys and Email Addresses:

Jonathan Melmed, jm@melmedlaw.com

Hannah Becker, hb@melmedlaw.com

Mailing Address: 1801 Century Park East, Suite 850, Los Angeles, California 90067

Telephone: (310) 824-3828

Fax Number: (310) 862-6851

Settlement Administrator:

Name of Company: ILYM Group

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT

2



Case Name: Jorge Solis, et al. v. Tiny Turnip, LLC

Thursday, July 16, 2026

Requesting Attorney:

Hannah Becker
Melmed Law
hb@melmedlaw.com
310.824.3828

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	136
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,445.00
Notification & Mailing:	\$488.44
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,676.56
Case Conclusion:	\$1,015.00

Estimated ILYM Fees & Expenses: \$5,950.00



Case Name: Jorge Solis, et al. v. Tiny Turnip, LLC

Thursday, July 16, 2026

Requesting Attorney's Name: Hannah Becker

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,445.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	136	\$204.00
USPS First Class Postage	Per Piece	\$0.81	136	\$110.16
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	20	\$40.80
Storage, Photocopies, Deliveries	Flat Fee	\$133.48	1	\$133.48

Subtotal \$488.44



Case Name: Jorge Solis, et al. v. Tiny Turnip, LLC

Thursday, July 16, 2026

Requesting Attorney's Name: Hannah Becker

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	136	\$136.00
USPS First Class Postage	Per Piece	\$0.81	136	\$110.16
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	14	\$20.40
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,676.56

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT

3

Exhibit 3 – List of Class and PAGA Approvals – Hannah Becker

- *Michael Anderson v. R.F. White Co.*, (Super. Ct. San Bernardino County, No. CIVDS2018670) [Final approval granted on June 21, 2023; Hon. Joseph T. Ortiz].
- *Sergio Lopez v. PK Healthcare Services, Inc.*, (Super. Ct. Los Angeles County, No. 21STCV40523) [Final approval granted on August 30, 2023; Hon. Stuart M. Rice].
- *Jose Gonzalez Serrano v. Hoffman Hospice of the Valley, Inc.*, (Super. Ct. Kern County, No. BCV-22-101016) [Final approval granted on December 5, 2023; Hon. Bernard C. Barmann Jr.].
- *Diego Gonzalo Lluen Liendo v. Mirapath, Inc.*, (Super. Ct. Santa Clara County, No. 22CV404785) [PAGA approval granted on December 6, 2023; Hon. Sunil R. Kulkarni].
- *Jose Arroyo v. AFP Advanced Food Products, LLC*, (Super. Ct. Tulare County, No. VCU291498) [Final approval granted on December 7, 2023; Hon. David Mathias].
- *Crescencio Reyes v. Van Groningen & Sons, Inc.*, (Super. Ct. San Joaquin County, No. STK-CV-UOE-2021-0009368) [Final approval granted on January 10, 2024; Hon. Blanca A. Banuelos].
- *Taylor Ambrose v. US Med-Equip, LLC*, (E.D. Cal., No. 1:23-cv-00114-SAB) [Final approval granted on January 26, 2024; Hon. Stanley A. Boone].
- *Gabriel Blas v. NRJY, Inc.*, (Super. Ct. Los Angeles County, No. 22STCV12837) [Final approval granted on February 26, 2024; Hon. Elihu M. Berle].
- *Jennifer Oie v. Animus, Inc.*, (Super. Ct. Santa Cruz County, No. 21CV00414) [PAGA approval granted on March 18, 2024; Hon. Timothy Volkmann].
- *Shannon Roy Scott v. Mike Walker Lumber Co.*, (Super. Ct. Sacramento County, No. 34-2021-00311259) [Final approval granted on March 29, 2024; Hon. Lauri A. Damrell].
- *Frankie Fuentes v. Design Masonry, Inc.*, (Super. Ct. Los Angeles County, No. 22STCV14174) [PAGA approval granted on May 15, 2024; Hon. Gary I. Micon].
- *Orlando Diaz v. Riverbed Dairy*, (Super. Ct. Riverside County, No. CVRI2200119) [Final approval granted on June 27, 2024; Hon. Harold Hopp].
- *Dixon Villa v. Coast Care Partners*, (Super. Ct. San Diego County, No. 37-2023-00005104-CU-OE-CTL) [Final approval granted on July 12, 2024; Hon. Gregory W. Pollack].

- *Eric Gordon v. High Point Sales & Marketing LLC*, (Super. Ct. San Bernardino County, No. CIVSB2304131) [Final approval granted on August 20, 2024; Hon. Joseph T. Ortiz].
- *Norma Ponce v. Supherb Farms*, (Super. Ct. Stanislaus County, No. CV-22-005389) [Final approval granted on October 2, 2024; Hon. Stacy Speiller].
- *Osmín Antonio Joya García v. San Joaquin Door & Supply, Inc.*, (Super. Ct. Alameda County, No. 23CV040971) [Final approval granted on April 8, 2025; Hon. Michael Markman].
- *Elizabeth Popowski v. HDHCA LLC*, (Super. Ct. Mendocino County, No. 22CV00950) [Final approval granted on April 18, 2025; Hon. Ann Moorman].
- *Esteban Roman v. Santa Anita Convalescent Hospital*, (Super. Ct. Los Angeles County, No. 21STCV17726) [PAGA approval granted on April 22, 2025; Hon. Lynne M. Hobbs].
- *Alfanzo Ruiz Alba v. Napa Valley Restaurant Group, Inc.*, (Super. Ct. Napa County, No. 23CV001283) [Final approval granted on June 24, 2025; Hon. Joseph J. Solga].
- *Raul Castañeda v. Marco Polo Management Inc.*, (Super. Ct. Santa Clara County, No. 24CV429605) [PAGA approval granted on June 30, 2025; Hon. Charles F. Adams].
- *Mariah Wells v. DCI Donor Services, Inc.*, (E.D. Cal., No. 2:21-cv-00994-CKD) [Final approval granted on July 25, 2025; Hon. Carolyn K. Delaney].
- *Isaias Mendoza Medina v. Desert Parks Landscaping, Inc.*, (Super. Ct. Contra Costa County, No. C22-02298) [Final approval granted on July 25, 2025; Hon. Edward Weil].
- *Jorge Alcalá v. Certified Meat Products, Inc.*, (Super. Ct. Fresno County, No. 22CECG03628) [Final approval granted on October 7, 2025; Hon. Lisa M. Gamoian].
- *Sergio Acosta v. Bellavista Landscape Services, Inc.*, (Super. Ct. Santa Clara County, No. 23CV415999) [Final approval granted on October 24, 2025; Hon. Theodore C. Zayner].
- *Manuel Rosillos v. Pacific-Agri-Products*, (Super. Ct. Alameda County, No. 23CV036593) [Final approval granted on November 24, 2025; Hon. Somnath Raj Chatterjee].
- *Edgar Arteaga v. 3PL Worldwide, Inc.*, (Super. Ct. San Bernardino County, No. CIVSB2303619) [Final approval granted on January 20, 2026; Hon. Kevin C. Lee].
- *Damon Newquist v. Leggett & Platt, Inc.*, (Super. Ct. San Bernardino County, No. CIVSB2322398) [Final approval granted on January 26, 2026; Hon. Stephanie J. Tañada].

- *Amelia Carrasco v. Vita-Herb Nutraceuticals*, (Super. Ct. Orange County, No. 30-2023-01344178-CU-OE-CXC) [Final approval granted on April 8, 2026; Hon. David A. Hoffer].
- *Alejandro Garcia v. Machado Dairy Farms*, (Super. Ct. San Joaquin County, No. STK-CV-UOE-2022-0003332) [Final approval granted on May 20, 2026; Hon. Blanca A. Bañuelos].
- *Jorge Luis Ramo Ruelas v. CIMC Intermodal Equipment LLC*, (Super. Ct. Los Angeles County, No. 23STCV28130) [Final approval granted on August 21, 2026; Hon. Elihu M. Berle].
- *Juan Valdivia v. Action Resource Management, Inc.* (Super. Ct. Orange County, No. 30-2023-01361792-CU-OE-CXC) [Preliminary approval granted on August 27, 2026; Final approval hearing scheduled for January 14, 2027; Hon. Melissa R. McCormick].
- *Latrice Jonae Harris et al. v. OnPoint Testing, Inc.* (Super. Ct. San Mateo County, No. 22-CIV-04669) [Preliminary approval granted on January 13, 2025; Final approval hearing not yet set; Hon. V. Raymond Swope].

EXHIBIT

4

October 23, 2025

Filed via the LWDA's PAGA Claim Notice Online Form

Copies Sent via Certified U.S. Mail to:

Tiny Turnip, LLC
991 Calle Negocio
San Clemente, CA 92673

Tiny Turnip, LLC
c/o Rachel Luzi
991 Calle Negocio
San Clemente, CA 92673

Re: *Jorge Solis, et al. v. Tiny Turnip, LLC*
Notice of Intent to File Suit Pursuant to California Labor Code
Section 2699

To Whom It May Concern:

This office represents Jorge Solis and Andres Solis (collectively "Plaintiffs") and a group of the putative class members in a forthcoming lawsuit against Tiny Turnip, LLC ("Defendant"). The action, entitled *Jorge Solis, et al. v. Tiny Turnip, LLC*, is to be filed in the Superior Court of the State of California for the County of Orange (the "Action"). A copy of the complaint as currently drafted, and as is intended to be filed in the Action, is enclosed as **Exhibit A**. This letter incorporates by reference the facts, law, and allegations of Exhibit A.

This letter serves as notice pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified at California Labor Code sections 2698 through 2699.6, that we intend to include representative claims in the Action for civil penalties under PAGA on behalf of a group of aggrieved employees. For the purposes of this letter, "Aggrieved Employees" is defined as: *All individuals who are or were employed by Defendant(s) as non-exempt employees in California, from one year prior to the mailing of this notice through the date of trial.*

As set forth in more detail in Exhibit A, Defendant violated its obligations to Plaintiffs and the Aggrieved Employees under California law by: willfully engaging in a pattern and practice of misclassifying employees as independent contractors, failing to pay minimum wages for all hours worked, failing to pay all overtime wages earned, failing to provide lawful rest periods and pay missed rest period premiums, failing to provide lawful meal periods and pay missed meal period premiums, failing to maintain accurate records, failing to reimburse all necessary business expenses, failing to provide accurate and complete wage statements, failing to pay all wages in full and on time during employment, and failing to pay all wages due upon termination.

Because of these systemic violations, Defendant violated: Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1174.5, 1185, 1194,

Notice of Intent to File PAGA Action

October 23, 2025

Page 2 of 2

1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2775, 2802, 2084, and California Industrial Welfare Commission Wage Orders Wage Orders 1-2001, 4-2001, 6-2001, and/or 7-2001, and others that may be applicable. (Cal. Code of Regs., tit. 8, §§ 11010, 11040, 11060, 11070.) The enclosed Complaint further details: **(1)** the alleged violations; **(2)** the facts and theories supporting these violations; **(3)** the people and entities, dates, classifications, violations, events, and actions at issue; and **(4)** the illegal practices instituted by Defendant.

Together with this correspondence, the enclosed complaint provides notice that we intend to proceed with a claim for civil penalties in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the complaint, including by obtaining civil penalties under PAGA.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hannah Becker".

HANNAH BECKER

Enclosure

August 24, 2026

Filed via the LWDA's PAGA Claim Notice Online Form

Copies Sent via Certified U.S. Mail to:

Tiny Turnip, LLC
991 Calle Negocio
San Clemente, CA 92673

Tiny Turnip, LLC
c/o Rachel Luzi
991 Calle Negocio
San Clemente, CA 92673

Michelman & Robinson, LLP
Attn: Alexandra Miller
10880 Wilshire Blvd., 19th Floor
Los Angeles, CA 90024

Re: *Jorge Solis, et al. v. Tiny Turnip, LLC*
Supplemental PAGA Notice: LWDA Case No: LWDA-CM-1133774-25

To Whom It May Concern:

This correspondence shall serve as a supplemental follow-up to our client's October 23, 2025, PAGA notice (the "Notice") setting forth the facts and theories underlying our clients, Jorge Solis and Andres Solis' ("Plaintiffs") PAGA Claims against Tiny Turnip, LLC ("Defendant") on behalf of the State of California and all Aggrieved Employees.

Plaintiffs restate each and every allegation in the Notice as it relates to their employment and the employment of other aggrieved employees of Defendant. Since the date of Notice, Plaintiffs have become aware of new information and hereby amends the Notice. Plaintiffs specifically incorporate herein by reference the law, facts, and analysis provided in the Notice and amend it to include as follows:

I. DEFINITION OF "AGGRIEVED EMPLOYEES"

Plaintiff redefines the term "Aggrieved Employees" as follows: "all individuals who are or were classified as independent contractors by Defendant in California during the PAGA Period."

II. ADDITIONAL PLAINTIFF

Please be advised that Plaintiff Anthony Bedolla has also retained our firm to represent him for claims against Defendant. This letter shall serve as his written notice of the LWDA and Defendant of the alleged Labor Code violations that they

Supplemental PAGA Notice

August 24, 2026

Page 2 of 2

allege Defendant committed against them and all other Aggrieved Employees in California. Bedolla provides this notice in accordance with the PAGA and Labor Code § 2698, *et seq.* Bedolla desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code section 2699(a), and by way of this letter, Bedolla intends to represent the same groups of aggrieved employees as set forth in the Notice.

Plaintiffs amend the Notice to include Bedolla as an additional plaintiff, for the same reasons and based upon the same facts and theories that Plaintiffs set forth in the Notice.

Together with this correspondence, the enclosed second amended complaint provides notice that we intend to proceed with a claim for civil penalties in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the complaint, including by obtaining civil penalties under PAGA.

Please do not hesitate to contact me if you have any questions.

Sincerely,



HANNAH BECKER

Enclosure

EXHIBIT

5