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Attorneys for Plaintiffs Salvador Rodriguez, German Rodriguez and all other current and former employees similarly situated

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

**SALVADOR RODRIGUEZ, GERMAN
RODRIGUEZ**, on Behalf of Themselves and
All Other Current and Former Employees
Similarly Situated,

Plaintiffs,

v.

WNU LLC DBA PAPA JOHNS, a
Washington Limited Liability Company,
PAUL URBINA, BRISIA OCHOA,
Individuals, and **DOES 1 to 50, Inclusive.**

Defendants.

CASE NO. 23STCV28934

*Assigned for All Purposes to the Honorable
William F. Highberger*

Dept. No. 10

**DECLARATION OF ELI M. KANTOR
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 28, 2025

Hearing Time: 10:30 AM

Place: Dept, 10

Action Filed: November 22, 2023

Trial Date: Not Set

1 **I, ELI M. KANTOR, declare as follows:**

2 1. I make this declaration in support Plaintiffs' Unopposed Motion for Preliminary
3 Approval of Class Action Settlement. I am an attorney licensed to practice in all courts in the
4 State of California, and I am also admitted to practice before the United States District Courts
5 for the Central District and Southern District of California, and the Ninth Circuit Court of
6 Appeals, and have been an active member of the California State Bar since 1976. The facts
7 contained herein are based upon my own personal knowledge. If called upon to testify, I
8 would testify to these same facts.

9 2. I am the attorney of record in *Salvador Rodriguez et al. v. WNU dba Papa Johns*
10 *et al.*, Los Angeles County Superior Court Case No. 23STCV28934.

11 3. This declaration is being submitted in support of Plaintiff's unopposed motion
12 for preliminary approval of the proposed class action settlement with Defendant WNU LLC
13 dba Papa Johns ("WNU LLC"), Paul Urbina, and Brisia Ochoa ("Defendants") which motion
14 seeks entry of an order: (1) preliminary approving the proposed settlement of this class action
15 with Defendants; (2) for settlement purposes only, certifying the Class, which is comprised
16 of all persons employed by WNU LLC in California who were classified as non-exempt from
17 November 22, 2019 to March 18, 2025 and who didn't sign an arbitration agreement; (3)
18 provisionally appointing Plaintiffs Salvador Rodriguez and German Rodriguez as
19 representatives of the Class; (4) provisionally appointing Eli M. Kantor as Class Counsel; (5)
20 approving the form and method for providing class-wide notice; (6) directing that notice of
21 the proposed settlement be given to the class; (7) appointing ILYM Group as Administrator,
22 and (8) scheduling a final approval hearing date for the proposed date of _____ which
23 is at least 120 days from preliminary approval, to consider Plaintiffs' motion for final
24 approval of the settlement and for approval of attorneys' fees and expenses. Attached hereto
25 as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
26

1 (“Agreement”) and Notice as Exhibit A to the Settlement Agreement, along with exhibits
2 thereto. This Declaration incorporates by reference the definitions in the Agreement, and all
3 terms defined therein shall have the same meaning as set forth in this Agreement.

4 Fairness of Settlement/Dunk/Kullar Analysis

5
6 4. As consideration for this settlement, the non-reversionary Gross Settlement
7 Amount of (\$456,000) (the “Gross Settlement Amount”) is to be paid by Defendant WNU
8 LLC as set forth in this Agreement. WNU LLC will pay the Gross Settlement Amount in three
9 (3) installments (1) One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00)
10 paid no later than nine (9) months following the later of January 17, 2025, which is the date
11 of the Acceptance of the Mediator’s Proposal (“Acceptance of the Mediator’s Proposal
12 Date”); or ten (10) days after the Final Approval of this Settlement by the Court; (2) One
13 Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid no later than three
14 (3) months after the First Payment Date; (3) One Hundred Fifty-Two Thousand Dollars and
15 Zero Cents (\$152,000.00) paid the earlier of: six (6) months following the First Payment Date;
16 or eighteen (18) months after Acceptance of the Mediator’s Proposal Date. (Agreement Page
17 12 ¶2). The Gross Settlement Amount will settle all issues pending in the Action between the
18 Parties and will be made in full and final settlement of the Released Class Claims in exchange
19 for the payments to Participating Class Members from the Net Settlement Amount, and
20 includes (a) the costs of administration of the settlement, (b) all attorneys’ fees and costs, (c)
21 Class Representative Service Payments, and (d) the PAGA Penalties payment allocated 75%
22 to the LWDA and 25% to the Aggrieved Employees.

23 5. The relief provided in the Settlement will benefit all members of the Class. The
24 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any
25 way. Payments to the Class Members are all determined under a neutral methodology. Each
26

1 Participating Class Member will receive the same opportunity to participate in and receive
2 payment through a neutral formula that is based upon the Workweeks for that individual.

3 6. On January 14, 2025, the Parties participated in an all-day mediation session
4 presided over by Brandon McKelvey, Esq., an experienced mediator of wage and hour class
5 actions. In preparation for the mediation, Defendants provided Class Counsel with payroll
6 and employment data and other information regarding the Class Members, various internal
7 documents, and other compensation and employment-related materials. Class Counsel
8 analyzed the data with the assistance of Plaintiffs' damages expert, Eric Lietzow, and prepared
9 and submitted a mediation brief to the mediator. The final settlement terms were negotiated
10 and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiffs
11 and Class Counsel believe that this Settlement is fair, reasonable and adequate.
12

13 7. The calculations to compensate for the amount due to the Class at the time of
14 the mediation were calculated by Eric Lietzow, Plaintiffs' Damages Expert. Defendants
15 provided Plaintiffs with a "wish list" of samples of time and payroll data of 22% of the class
16 employees which represented the employees who had not signed arbitration agreements. All
17 of the employees who had signed arbitration agreements were *excluded* from the settlement
18 and are excluded from the class action claims; however, they are still part of the PAGA class.
19 Plaintiffs were making their calculations based upon the following data: the class period being
20 from November 22, 2019 to March 18, 2025. The number of class members being
21 approximately 512; the number of work weeks being around 18,330, the number of shifts
22 being around 77,617 shifts. The number of PAGA Class Members being around 425; The
23 number of pay periods for the PAGA Class period being around 10,597. The number of wage
24
25
26
27

1 statements from April 24, 2022 to the date of Mediation were 10,597. The average hourly rate
2 for the Class was \$14.96.¹

3 8. Eric Lietzow reviewed this information and determined the following: For
4 alleged meal period violations, he calculated \$447,075.61 for alleged meal period damages
5 based upon a 34.42% violation rate for shifts worked after deducting meal premiums actually
6 paid by Defendants. He also calculated meal period damages for times when employees
7 allegedly worked through their meal periods at a violation rate of 75% which resulted in
8 \$370,223.97. For rest breaks damages, he calculated \$1,275,893.18 at a violation rate of
9 100%. For missed minimum wage, he calculated that the class members were entitled to
10 \$145,060.99 for off-the-clock work. Based on the class members working 9,696.59 unpaid
11 hours multiplied by an average of \$14.96. For overtime damages, he calculated \$94,093.61
12 based on the class members working 4,193.12 off-the-clock hours for days in excess of 8
13 hours at an average rate of \$22.44 (1.5 x \$14.96). For split-shift premiums he calculated
14 \$16,747.93 based upon a potential violation rate of 1.15%. For unreimbursed expenses, the
15 alleged damages were \$194,529.18 based upon cell phone usage at \$40 per month and mileage
16 reimbursement at the respective IRS levels for each year. As a result, the total damage
17 valuation was calculated that the Defendant was subject to a maximum damage claim in the
18 amount of \$2,543,624.47.

19
20 9. As to the potential penalties, Plaintiffs calculated the potential waiting time
21 penalties were \$1,490,016.00; wage statements at \$180,000.00, Liquidated damages at
22 \$145,060.94. Total maximum damages with penalties calculated at \$4,358,701.41. Because
23 the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs

24
25 ¹ The Parties inserted an escalator clause in the settlement agreement in case the number of class members, PAGA class
26 members, and/or pay periods increased after the execution of the agreement. (Settlement Agreement at page 37 ¶ I).
27 According to the Declaration of Paul Urbina, which has been attached hereto as Exhibit 4, the numbers are as follows:
the number of class members is 531; the number of work weeks for all employees who did not sign an arbitration
agreement is 18,489; the number of PAGA class members is 548; and the number of pay periods for the PAGA Class
Period is 11,977.

1 have not included the PAGA claim in this discussion of the value of the class claims. The
2 PAGA claim is addressed in the Decl. Kantor ¶ 41 below. Defendants vigorously disputed
3 Plaintiffs' calculations and their exposure. While Plaintiffs alleged claims for statutory
4 penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized
5 that these claims were subject to additional, separate defenses asserted by Defendants,
6 including, a good faith dispute defense as to whether any premium wages for meal or rest
7 periods or other wages were owed given Defendants' position that Plaintiffs and Class
8 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th
9 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have
10 a good faith dispute as to whether and when the wages were due.")

11
12 Consequently, the Gross Settlement Amount of \$456,000 with an average of \$25 per
13 work week payment to the Class Members, represents more than 17% of the maximum value
14 of the alleged damages (not including penalties) at issue in this case at the time this settlement
15 was negotiated.

16 The above maximum calculations should then be adjusted in consideration for both the
17 risk of class certification and the risk of establishing class-wide liability on all claims. Given
18 the amount of the settlement as compared to the potential value of claims in this case the
19 defenses asserted by Defendants, this settlement is fair and reasonable.

20 Procedural History of the Litigation

21
22 10. On April 24, 2023, Plaintiffs Salvador Rodriguez and German Rodriguez filed
23 with the LWDA and served on Defendants notices under Labor Code section 2699.3
24 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved
25 Employees for various Labor Code violations. The PAGA Notice by Plaintiffs German
26 Rodriguez and Salvador Rodriguez is attached hereto as Exhibit #2 for the Court's reference.

1 11. On November 22, 2023, Plaintiffs Salvador Rodriguez and German Rodriguez,
2 on behalf of themselves and all other current and former employees similarly situated, filed a
3 class action Complaint against Defendants alleging ten causes of action for:

- 4 1. Failure to Provide Required Rest Breaks, *California Labor Code* § 226.7;
- 5 2. Failure to Provide Meal Periods, *California Labor Code* § 226.7;
- 6 3. Failure to Pay Minimum Wages, *California Labor Code* §§ 1194, 1197 and 1197.1;
- 7 4. Failure to Pay Overtime Wages, *California Labor Code* §§510 and 1194;
- 8 5. Failure to Provide Accurate Itemized Wage Statement to Employees, *California Labor*
9 *Code* §226 (a) and §226(e)(2)(B);
- 10 6. Failure to Pay Unpaid Wages Upon Termination, *California Labor Code* §203;
- 11 7. Failure to Indemnify Employees, *California Labor Code* §2802 and Failure to
12 Maintain a Uniform;
- 13 8. Failure to pay Split Shift Premium, *California Labor Code* §1194;
- 14 9. PAGA, Labor Code §2699
- 15 10. Unlawful Business Practices Under *Business and Professions Code* §17200.

16
17 12. Both before and after initiating the Action on behalf of the putative class,
18 Plaintiffs and Class Counsel diligently investigated the claims alleged and conducted legal
19 research regarding Defendant's potential liability and defenses. Prior to attending private
20 mediation, the Parties engaged in informal discovery, and the production of documents, class
21 data, and other information, allowing for the full and complete analysis of liabilities and
22 defenses to the claims in the Action.

23 The information for mediation obtained by Plaintiffs included: (1) data concerning the
24 class; (2) payroll data and time punch data for the class covering 77,617 shifts; (3) Defendants'
25 wage and hour policies; (4) the employment files for the Plaintiffs; and (5) samples of wage
26 statements provided by Defendants. As such, Class Counsel received the data and information
27

1 for the class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims
2 for the Class.

3 13. Class Counsel has extensive experience in litigating wage and hour class actions
4 in California. The Parties have vigorously litigated the Action since inception. During the
5 course of litigation, the Parties each performed analysis of the merits and value of the claims.
6 Plaintiffs and Defendants have engaged in significant research and investigation in connection
7 with the Action. Class Counsel has thoroughly analyzed the value of the claims during the
8 prosecution of this Action and utilized an expert to perform an analysis of the data and
9 valuation of the claims.

10
11 14. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
12 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange
13 of documents and information in connection with the Action. On January 14, 2025, the Parties
14 participated in an all-day mediation presided over by Brandon McKelvey, an experienced
15 mediator of wage and hour class actions. Following the mediation, each side, represented by
16 its respective counsel, were able to agree to settle the Action based upon a mediator's proposal
17 which was memorialized in a memorandum of understanding. The Parties then negotiated the
18 final terms of the settlement as set forth in the Agreement. At all times, the negotiations were
19 at arm's length and contentious.

20 15. Although a settlement has been reached, Defendants deny any liability or
21 wrongdoing of any kind associated with the claims alleged in the Actions and further deny
22 that, for any purpose other than settlement, the Action is appropriate for class and/or
23 representative treatment. Defendants contend, among other things, that they have complied at
24 all times with the California Labor Code, applicable Wage Order, and all other laws and
25 regulations. Further, Defendants contend that class certification is inappropriate for any
26 reason other than for settlement. Plaintiffs contend that Defendants violated California wage
27

1 and hour laws. Plaintiffs further contend that the Action is appropriate for class certification
2 on the basis that the claims meet the requisites for class certification. Without admitting that
3 class certification is proper, Defendants have stipulated that the above Class may be certified
4 for settlement purposes only. (Agreement at page 11 ¶F, G.) The Parties agree that
5 certification for settlement purposes is not an admission that class certification is proper.
6 Further, the Agreement is not admissible in this or any other proceeding as evidence that the
7 Class could be certified absent a settlement. Solely for purposes of settling the Action, the
8 Parties stipulate and agree that the requisites for establishing class certification with respect
9 to the Class are satisfied.

10 16. Class Counsel has conducted an investigation into the facts of the class action.
11 Informal discovery was obtained, which included the production of hundreds of pages of
12 documents. Class Counsel engaged in a thorough review and analysis of the relevant
13 documents and data with the assistance of an expert. Accordingly, the agreement to settle did
14 not occur until Class Counsel possessed sufficient information to make an informed judgment
15 regarding the likelihood of success on the merits and the results that could be obtained through
16 further litigation. In addition, Class Counsel previously negotiated settlements with other
17 employers in actions involving nearly identical issues and analogous defenses. Based on the
18 foregoing data and their own independent investigation, evaluation and experience, Class
19 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement
20 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
21 facts and circumstances, including the risk of significant delay, defenses asserted by
22 Defendants, and potential appellate issues.

23
24 Settlement Terms and Plan of Allocation

25 17. The Gross Settlement Amount is Four-Hundred-Fifty-Six Thousand Dollars
26 (\$456,000). (Agreement at 12 ¶ 1.) Under the Settlement, the Gross Settlement Amount

1 consists of the following elements: (1) payment of the Individual Class Payments to the
2 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
3 Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative
4 Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at page
5 13-14 ¶ 3.) The Gross Settlement Amount does not include Defendants' share of payroll taxes.
6 (Agreement at page 12 ¶ 1.) The Gross Settlement Amount shall be all-in with no reversion
7 to Defendants. (Agreement at page 4 ¶ T)

8
9 18. WNU LLC will pay the Gross Settlement Amount in three (3) installments (1)
10 One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid no later than
11 nine (9) months following the later of January 17, 2025, which is the date of the Acceptance
12 of the Mediator's Proposal ("Acceptance of the Mediator's Proposal Date"); or ten (10) days
13 after the Final Approval of this Settlement by the Court; (2) One Hundred Fifty-Two
14 Thousand Dollars and Zero Cents (\$152,000.00) paid no later than three (3) months after the
15 First Payment Date; (3) One Hundred Fifty-Two Thousand Dollars and Zero Cents
16 (\$152,000.00) paid the earlier of: six (6) months following the First Payment Date; or
17 eighteen (18) months after Acceptance of the Mediator's Proposal Date. For each
18 installment WNU LLC timely pays, Defendants will receive a credit towards the Gross
19 Settlement Amount in the amount of the installment. If WNU LLC fails to timely pay an
20 installment, Defendants shall have until the last day of the subsequent month to cure the
21 failure by paying the overdue installment and the currently due installment. If Defendants
22 fail to cure an overdue installment, they shall not receive the corresponding credit for the
23 installment. WNU LLC shall deposit all installments with the Claims Administrator. The
24 money will remain with the Claims Administrator and will not be distributed until all
25 installments are paid and after Final Approval is granted by the Court, whichever is later.
26 (Agreement at page 12-13 ¶ 2)

1 19. The Gross Settlement Amount and any other actions and forbearances taken by
2 Defendants shall constitute adequate consideration for the Settlement Agreement and will be
3 made in full and final settlement of: (1) the aggregate of all Individual Settlement Payments
4 to Participating Class Members; (2) Class Representatives' Enhancement, as approved by the
5 Court, not to exceed a total of Ten Thousand Dollars and Zero Cents (\$10,000.00) each; (3)
6 the Class Counsel Fees, as approved by the Court, not to exceed 33.33% of the Gross
7 Settlement Amount; (4) Class Counsel Litigation Expenses, as approved by the Court, not to
8 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (5) the reasonable fees
9 and expenses of the Claims Administrator, as approved by the Court not to exceed \$15,000;
10 and (6) civil penalties recoverable under California's Private Attorneys General Act (PAGA)
11 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), of which 75% or Seven
12 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the California
13 Labor Workforce Development Agency ("LWDA") and 25% or Two Thousand Five Hundred
14 Dollars and Zero Cents (\$2,500.00) allocated among the PAGA Class Members as part of the
15 Non-Reversionary Settlement Fund. The Non-Reversionary Settlement Fund shall be paid in
16 Individual Settlement Payments to Participating Class Members. (Agreement at page 13 ¶ 3-
17 4).

18 20. Settlement Payments will be paid from the Non-Reversionary Settlement Fund to
19 Participating Class Members based on the number of Qualifying Workweeks Worked in the
20 Class Position during the Class Period credited to the Participating Class Member as a
21 percentage of the total Qualifying Workweeks Worked in the Class Position during the
22 Class Period credited to all Participating Class Members. (Agreement at page 15 ¶ 3)
23

24 21. For purposes of calculating Individual Settlement Payments, the Qualifying
25 Workweeks Worked by the Class Members will include weeks estimated to have been
26 actually worked by the Class Members based on available data. The Individual Settlement
27

1 Payment for each Participating Class Member will be determined by, first, determining the
2 value of a single Qualifying Workweek during the Class Period and then by multiplying the
3 value of a single Qualifying Workweek by the number of Qualifying Workweeks worked by
4 each Participating Class Member. If any eligible Class Members choose to opt out of the
5 Settlement, the Qualifying Workweeks worked by such opt-out Class Members will be
6 excluded from the calculation of the total Qualifying Workweeks for determining allocation
7 of Individual Settlement Payments. (Agreement at page 15 ¶ 4)

8 22. Class Members may choose to opt-out of the Settlement by following the
9 directions in the Class Notice. (Agreement at page 29-33, Exhibit A to Settlement
10 Agreement - Class Notice). All Class Members who do not "opt out" will be deemed
11 Participating Class Members who will be bound by the Settlement and will be entitled to
12 receive an Individual Class Payment. (Agreement at page 31 ¶ 4) All Aggrieved Employees,
13 including those who submit an opt-out request, will still be paid their allocation of the
14 PAGA Penalties and will remain subject to the release of the Released PAGA Claims
15 regardless of their request for exclusion. (Agreement at page 30-32 ¶¶ 2-3, 6) Finally, the
16 Class Notice will advise the Class Members of their right to object to the Settlement and/or
17 dispute their Workweeks. (Agreement at page 32-33 ¶¶ 8, 1-3, Exhibit A to Settlement
18 Agreement - Class Notice)

19 23. A Participating Class Member must cash his or her Individual Class Payment check
20 within 180 days after it is mailed. (Agreement at page 16 ¶ 6.) If the participating class
21 member does not cash the checks within one hundred and eighty (180) days after issuance,
22 then at that time the Claims Administrator will void any such uncashed or unclaimed checks.
23 (Agreement at page 16 ¶ 6.) The Claims Administrator will take additional reasonable steps,
24 including a skip-trace or other search using the name, address, and social security number or
25 Federal tax identification number of the Class Member involved, to locate such persons for a
26 period of up to forty-five (45) days, after which the Claims Administrator will disburse or
27

1 cause to disburse all remaining balance of Non-Reversionary Settlement Fund to the Legal
2 Aid Foundation of Los Angeles. (Agreement at page 16 ¶ 6.)

3 24. Subject to Court approval, the Parties have agreed on ILYM Group to administer
4 the settlement in this action (“Administrator”). (Agreement at page 26 ¶ 1.) The Administrator
5 will be paid for settlement administration in an amount not to exceed \$15,000. (Agreement at
6 page 20 ¶ F.) ILYM has provided an estimate of \$9,950 for administration expenses. (See
7 Exhibit 5 - Declaration of Lisa Mullins of ILYM Group, Inc.)
8

9 25. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees
11 Payment. (Agreement at page 19 ¶ 1.) Class Counsel will also be allowed to apply for an
12 award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000.
13 (Agreement at page 19 ¶ 1.) Subject to Court approval, the Agreement provides for a payment
14 of no more than \$10,000 each to the Plaintiffs as the Class Representative Service Payments.
15 (Agreement at page 17 ¶ 1.)

16 26. Subject to Court approval, the PAGA Penalties will be paid from the Gross
17 Settlement Amount for PAGA penalties under the California Private Attorneys General Act,
18 Cal. Labor Code Section 2698, et seq. (“PAGA”). The PAGA Penalties are \$10,000.
19 (Agreement at page 18 ¶ D) Pursuant to the express requirements of Labor Code § 2699(i),
20 the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor
21 Workforce Development Agency (“LWDA”) as its share of the civil penalties and 25%
22 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees
23 based on the number of their respective PAGA Pay Periods. (Agreement at page 16-17 ¶ 7.)
24

25 I am informed this law firm submitted the Settlement Agreement as well as the Motion
26 for Preliminary Approval of Class and PAGA Action Settlement and supporting Declaration
27

1 to the LWDA pursuant to the Private Attorney General's Act ("PAGA") which I am enclosing
2 herein as Exhibit 3.

3 Risks of Continued Litigation and Standards for Approval
4

5 27. Plaintiffs and Class Counsel recognize the expense and length of continuing to
6 litigate and trying this Action against Defendants through possible appeals which could take
7 several years. Class Counsel has also taken into account the uncertain outcome and risk of
8 litigation, especially in complex class actions such as this Action. Class Counsel is also
9 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the
10 claims asserted in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have
11 determined that the Settlement set forth in the Agreement is in the best interest of the Class
12 Members.

13 28. Here, a number of potential defenses Defendants assert could present serious
14 threats to the claims of the Plaintiffs and the other Class Members. Defendants could assert
15 that Defendants' practices complied with all applicable Labor laws. Defendants could argue
16 that Class Members were paid for all time worked, that all work time was properly recorded.
17 Defendants could contend that its meal and rest period policies fully complied with California
18 law and Defendants did not fail to provide the opportunity for legally required meal and rest
19 breaks. Defendants could argue that its payment of significant meal period premiums is
20 evidence of its lawful practices. Defendants could argue that based on the sampling of data in
21 Mediation, wherein there was only a 34.2% rate of shifts with meal break violations, Plaintiffs
22 would face a difficult challenge trying to certify a meal break class. Defendants could contend
23 that there was no failure to pay for business expenses and any cell phone usage was merely
24 convenient and voluntary such that reimbursement was not legally required. Defendants could
25 also argue that any mileage reimbursement was all voluntary and that there were only a few
26 unique instances wherein any reimbursement was required. Finally, Defendants could argue
27

1 that our Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
2 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest
3 period claims. Defendants could also argue that based on its facially lawful practices,
4 Defendants acted in good faith and without willfulness, which if accepted would negate the
5 claims for waiting time penalties and/or inaccurate wage statements. If successful,
6 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
7 Plaintiffs believe that these defenses could be overcome, Defendant could maintain these
8 defenses have merit and therefore present a serious risk to recovery by the Class.

9
10 29. There was also a significant risk that, if the Action was not settled, Plaintiffs would
11 be unable to obtain a certified class and maintain the certified class through trial, and thereby
12 not recover on behalf of any employees other than themselves. At the time of the mediation,
13 Defendants forcefully opposed the propriety of class certification, arguing that individual
14 issues precluded class certification. Further, as demonstrated by the California Supreme Court
15 decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant
16 hurdles to overcome for a class-wide recovery even where the class has been certified. While
17 other cases have approved class certification in wage and hour claims, class certification in
18 this action was hotly disputed and the maintenance of a certified class through trial was by no
19 means a foregone conclusion.

20 Payment Plan

21 30. Plaintiff's Counsel believe the payment plan as opposed to a lump sum payment as
22 stated in the Agreement on page 12-13 ¶ 2 is justified. Plaintiff's counsel reviewed
23 Defendants' Corporate Financials and its tax returns and verified WNU LLC's financial
24 distress. The negotiation was hard fought and intense. Defendants continued to stress
25 throughout the day that financial distress is a major factor as to why Plaintiffs should accept
26 a \$25 per work week settlement with a payment plan. The only way that Plaintiffs could
27

1 achieve a \$25 per work week settlement was if Plaintiffs agreed to a payment plan. Based on
2 Defendants' representations during mediation, the Mediator's representation, and Plaintiffs'
3 independent review of the financial records, the payment plan is justified.

4 31. Plaintiffs will apply to the Court for Class Representative Service Payments in
5 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement
6 at page 17 ¶ 1-2.) Plaintiffs performed their duties admirably by working with Class Counsel
7 over the course of litigation. The Declarations of the Plaintiffs are submitted herewith in
8 support. At this stage, the requested service award of \$10,000 each is well within the accepted
9 range of awards for purposes of preliminary approval. See e.g. *Louie v. Kaiser Foundation*
10 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service
11 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL
12 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime class
13 action and a pool of \$100,000 in enhancements).

14
15 32. The stage of the proceedings at which this Settlement was reached also militates in
16 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel
17 has conducted a thorough investigation into the facts of the class action. Class Counsel began
18 investigating the Class Members' claims before the Action was filed, and during the course
19 of litigation, Class Counsel engaged in informal discovery to obtain necessary information.
20 Class Counsel conducted a review and analysis of the relevant documents and data and
21 engaged the service of an expert to assist him with his analysis. Class Counsel was also
22 experienced with the claims at issue here, as Class Counsel previously litigated and settled
23 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
24 Counsel possessed sufficient information to make an informed judgment regarding the
25 likelihood of success on the merits and the results that could be obtained through further
26 litigation.

1 33. Based on the above data and their own independent investigation and evaluation,
2 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and
3 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best
4 interest of the Class in light of all known facts and circumstances, including the risk of
5 significant delay, defenses asserted by Defendants, and numerous potential appellate issues.
6 There can be no doubt that Counsel for both parties possessed sufficient information to make
7 an informed judgment regarding the likelihood of success on the merits and the results that
8 could be obtained through further litigation.

9 Class Certification Issues

10
11 34. Plaintiffs contend that the proposed settlement meets all of the requirements for
12 class certification under California Code of Civil Procedure § 382 as demonstrated below,
13 and therefore, the Court may appropriately approve the Class as defined in the Agreement.
14 This Court should conditionally certify the Class for settlement purposes only, defined as
15 follows:

16 All persons employed by WNU LLC in California classified as non-exempt who worked for
17 WNU LLC during the class period and who did not sign an arbitration agreement.²
18 (Agreement at page 1 ¶ B). The class period is November 22, 2019 to March 18, 2025.
19 (Agreement at page 3 ¶ K)

20
21 a. **Numerosity** - Here, Plaintiffs assert that the 531 current and former employees that
22 comprise the Class can be identified based on Defendants' records and are sufficiently
23 numerous for class certification. Defendants have verified the number of class members in
24 the Declaration of Paul Urbina re Class Members and Qualifying Workweeks, which is
25 attached hereto as Exhibit #4.

26
27 ² (All employees who signed an arbitration agreement are excluded from the Class.)

b. **Common Issues Predominate** - Here, Plaintiffs contend that common questions of law and fact are present, specifically the common questions of whether Defendants' employment practices were lawful, whether Defendants failed to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated for all hours worked, whether Class Members were lawfully compensated for all overtime wages, whether Defendants failed to provide an accurate itemized wage statement, whether Defendants violated Labor Code §§ 201-203 by failing to pay compensation due and owing at the time any Class Members' employment with Defendants terminated, whether Defendants failed to provide required expense reimbursement, whether Defendants' conduct was willful, whether Defendants violated § 17200, *et seq.* of the Business and Professions Code by engaging in the acts previously alleged; whether Defendants violated Labor Code §1194 by failing to pay employees no less than one hour's pay at the minimum wage when they work a split shift, and whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiffs contend that certification of this Class is appropriate because Defendants allegedly engaged in uniform practices with respect to the Class Members. As a result, these common questions of liability could be answered on a class wide basis.

c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendants as non-exempt employees, and, like every other member of the Class, were subject to the same employment practices. Plaintiffs, like every other member of the Class, also claim owed compensation as a result of the Defendants' uniform company policies and practices. Thus, the claims of Plaintiffs and the members of the Class arise from the same course of conduct by Defendants, involve the same issues, and are based on the same legal theories.

d. **Adequacy** - Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest with

1 other class members, and (b) will prosecute the case vigorously on behalf of the class. This
2 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives
3 of the Class and have actively participated in the prosecution of this case to date. Plaintiffs
4 effectively communicated with Class Counsel, provided documents and information to Class
5 Counsel, and participated in the investigation and resolution of the Action. The personal
6 involvement of the Plaintiffs was essential to the prosecution of the Action and the monetary
7 settlement reached. Second, Plaintiffs retained competent counsel who are experienced in
8 wage and hour class actions and who have no conflicts. Third, there is no antagonism between
9 the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members
10 seek monetary relief under the same set of facts and legal theories.

11 35. Class Counsel's Adequacy of Representation and Absence of Conflict: The Law
12 Offices of Eli M. Kantor is experienced in prosecuting wage and hour class action lawsuits
13 and can competently represent the Class. Other lawyers at my firm and I have extensive class
14 litigation experience. I have been a Labor and Employment lawyer for 47 years – since 1976,
15 and have handled numerous cases in all aspects of employment and labor law, representing
16 both employers and employees, plaintiffs and defendants, as well as the U.S. Government, in
17 all aspects of employment and labor law, including but not limited to, numerous individual
18 Federal and State wage and hour cases and countless State Labor Commissioner cases and
19 U.S. Department of Labor administrative audits, as well as wage and hour class actions. We
20 have handled a number of class actions and complex cases and have acted as lead counsel in
21 a variety of these matters. We have successfully prosecuted and obtained significant
22 recoveries in numerous class action lawsuits and other lawsuits involving complex issues of
23 law and fact. My firm is particularly experienced in wage and hour class actions. Significantly,
24 Judge Charles F. Palmer approved a wage and hour Class Action Settlement in *Jonas Wilfred,*
25 *et al. vs. Lube Pit Stop, Inc.*, L.A.S.C. Case No. BC377538, where I was the Plaintiffs' Class
26 Counsel. In addition, Judge William F. Highberger approved a wage and hour Class Action
27

1 Settlement in *Yaniv Grinberg, et al. v. Maria's Holding Corporation*, L.A.S.C. Case No.
2 BC445579, where I was Plaintiffs' Class Counsel. Judge Stuart Rice approved a wage and
3 hour Class Action Settlement in *Patrick Shepherd v. Reliable Liquid Transport, Inc. et al.*
4 LASC Case No. 20STCV08434, where I was Plaintiffs' Class Counsel.

5
6 36. In addition to wage and hour matters, I have also handled National Labor Relations
7 Board proceedings, wrongful discharge litigation, Fair Employment and Housing Act
8 discrimination cases, and various other employment issues. I have tried more than ten (10)
9 cases to verdict and my litigation experience has included two (2) oral arguments before the
10 Ninth Circuit Court of Appeals, and numerous writs to the California Court of Appeals on
11 employment related matters.

12 37. Prior to starting my own practice in 1981, I was a trial attorney at the Region 21 of
13 the National Labor Relations Board from 1976 to 1980. I have lectured at U.C.L.A.
14 Extension, at the U.C.L.A. Institute of Industrial Relations, and at numerous continuing
15 education programs, on employment related topics. I have been interviewed and featured in
16 articles on employment related topics in the Daily Journal, L.A. Times, Business Week Online
17 and Variety.com. In 2007, I organized, moderated, and spoke at "California 2007 Recent
18 Updates on Employment Law," a two-day seminar regarding all aspects of employment law,
19 including wage and hour issues. I have conducted several other seminars and have written
20 numerous articles on labor and employment law for the Daily Journal, and have achieved
21 Martindale-Hubbell's highest accolade: an AV rating, as well as a "Superb" 10.0 rating on
22 Avvo.com, and have been a "Super Lawyer" every year since 2013 to present. I am a member
23 of the Labor Law Sections of the California Bar, Los Angeles County Bar and Beverly Hills
24 Bar Association. In addition, I am also a member of the U.C.L.A. Institute for Industrial
25 Relations.

38. I have engaged in the necessary investigation and discovery in this case that made it possible for the Plaintiffs and I to exercise informed judgment. In addition, during the litigation and prior to the mediation, I have consulted with other highly experienced wage and hour class action attorneys regarding this matter.

39. The Class in this settlement is defined as “all persons employed by WNU LLC in California and classified as non-exempt who worked for WNU LLC during the class period.”(who did not sign an arbitration agreement). I have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class in this case. My firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

40. The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit A to the Settlement Agreement.) A Spanish translation of the Class Notice Packet will be included in the mailing. (Agreement at page 28 ¶ i.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the

1 Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii)
2 the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs'
3 service award request; and (vi) the anticipated expenses of the Administrator. The Class
4 Notice will state that the Class Members shall have forty-five (45) days from the date that the
5 Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to
6 submit a written objection. (Agreement at page 28-33, Exhibit A – Notice, page 3). Class
7 Members shall be given the opportunity to object to the Settlement and/or requests for
8 attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at page
9 33 ¶ 2.) Class Members who do not submit a timely and proper request to opt-out will
10 automatically receive a payment of their Individual Class Payment. This notice program was
11 designed to meaningfully reach the Class Members and it advises them of all pertinent
12 information concerning the Settlement.

13
14 41. The PAGA Claim –

15 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d
16 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA
17 first states that "when viewing the monetary relief allocated to PAGA claims under a
18 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through
19 the same lens as the relief obtained by absent class members on other claims (i.e., the
20 percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the
21 percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also
22 indicated that the payment of money to the aggrieved employees furthers the purposes of
23 PAGA and that the Court considers that the primary consideration. "The LWDA recognizes
24 that this Court does not review the PAGA allocation in isolation, but rather reviews the
25 settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate,

1 with primary consideration for the interests of absent class members." (LWDA Response at
2 p.4).

3
4 **b. Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the
5 alleged PAGA claim as to Aggrieved Employees for civil penalties to be \$6,037,150 for a
6 single violation in every one of the 10,597 pay periods at issue in the PAGA Period (based on
7 the pay periods that were disclosed prior to the Mediation). This valuation assumed that
8 PAGA civil penalties would be awarded at the maximum rate per pay period, but with
9 stacking. Stacking is where more than one civil penalty is imposed in a pay period for the
10 same conduct. Plaintiffs, however, are not aware of any PAGA award which permitted
11 stacking and in the cases cited herein only one penalty per pay period was assessed. The
12 PAGA allocation in the Settlement is the amount of \$10,000. This allocation is justified by
13 several important considerations. First, the PAGA claim was subject to the same risks as the
14 underlying class claims. Second, Defendants could assert additional defenses to the PAGA
15 claim, not only as to liability but also as to the amount of the penalties. Defendants could also
16 argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
17 one Court which has so ruled. These additional defenses present a risk to the PAGA claim
18 and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
19 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment
20 which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA
21 penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs
22 prevailed on the PAGA claim. Even if we assume that violations for all 10,597 pay periods
23 were established, using the valuation from *Carrington* results in a potential recovery of only
24 \$52,985 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
25 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are reasoning of
26 the LWDA in *O'Connor v. Uber*.

1 **c. Comparable PAGA Settlements.** In reaching the settlement of the PAGA claim,
2 Class Counsel was also aware of what allocations other Courts have approved for similar
3 PAGA settlements as compared to the total settlement amount. A class settlement that
4 allocates approximately 2% of the total settlement value to resolve the PAGA claims
5 applicable to the class is also supported by what has been approved in other wage-and-hour
6 class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of
7 between 0.27 to 2 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S.
8 Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class
9 settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D.
10 Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby*
11 *v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000
12 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D.
13 Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class
14 settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011)
15 (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
16 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
17 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund
18 settlement).

19 42. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
20 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair
21 and reasonable, and at the time of final approval, my firm will present a lodestar analysis to
22 further support the reasonableness of the requested fee award. My firm has been regularly
23 awarded attorney's fees equal to one-third of the common fund in Court-approved wage and
24 hour class settlements. Some of the class action awards obtained by Class Counsel in similar
25 wage and hour actions bear out the reasonableness of a fee and costs award equivalent to one-
26 third (1/3) of the total settlement value: Judge Stuart Rice awarded Class Counsel a one-third
27

1 fee award in a wage and hour class settlement in *Patrick Shepherd v. Reliable Liquid*
2 *Transport, Inc. et al.* LASC Case No. 20STCV08434. Judge Charles F. Palmer awarded Class
3 Counsel a one-third fee award in a wage and hour Class Action Settlement in *Jonas Wilfred,*
4 *et al. vs. Lube Pit Stop, Inc.,* L.A.S.C. Case No. BC377538. Judge William F. Highberger
5 awarded Class Counsel a one-third fee award in a wage and hour Class Action Settlement in
6 *Yaniv Grinberg, et al. v. Maria's Holding Corporation,* L.A.S.C. Case No. BC445579. A fee
7 award equal to one-third of the common fund is therefore reasonable in light of the fees that
8 have been awarded to Class Counsel in other similar cases.

9
10 43. Class Representative Service Payments - The reasonableness of the requested
11 service award is also established by reference to the amounts that other California courts have
12 found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life &*
13 *Casualty, LLC,* Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
14 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC,* Case No. CV 06-
15 8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v.*
16 *American Residential Services, LLC,* Case No. BC423798, Los Angeles County Superior
17 Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial*
18 *Operations, LLC,* Case No. BC375967, Los Angeles County Superior Court (June 24,
19 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC,* Case No.
20 BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to
21 three named plaintiffs); *Blue v. Coldwell Banker Residential Brokerage Co.,* Case No.
22 BC417335 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
23 award); *Buckmire v. Jo-Ann Stores, Inc.,* Case No. BC394795, Los Angeles County Superior
24 Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines,*
25 *Inc.,* Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding
26 \$10,000 service award); *Ethridge v. Universal Health Services, Inc.,* Case No. BC391958,
27 Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);

1 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
2 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award).

3
4 44. Potentially Related Other Actions - Besides this Action, I am unaware of any other
5 related cases pending against Defendants which would be impacted by this settlement. I have
6 searched the LWDA database which evidences that there are no other currently pending
7 PAGA notices served against Defendants (other than PAGA notice served in this case).

8 45. Administration - The estimate from ILYM Group was selected, as it provided for
9 an estimate of \$9,950 to perform the settlement administration for a Class of up 531. I have
10 used ILYM Group successfully as the administrator in the last few years and know them to
11 be competent and experienced. My firm has no relationship or connection with ILYM Group,
12 and thus no conflict of interest exists. Attached hereto as Exhibit #5 is a true and correct copy
13 of the Declaration of Lisa Mullins from ILYM which includes the estimate for administration
14 from ILYM.

15 Service on the LWDA:

16
17 46. I have served the LWDA with this motion for preliminary approval which includes
18 the class action and PAGA Settlement Agreement. I am enclosing proof of submission as
19 Exhibit 3.

20
21 I declare under the penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Dated: August 7, 2025



24 ELI M. KANTOR
25 Attorney for Plaintiffs SALVADOR
26 RODRIGUEZ, GERMAN RODRIGUEZ
and All Others Similarly Situated

EXHIBIT 1

STIPULATION AND AGREEMENT FOR
CLASS ACTION AND PAGA SETTLEMENT.

This Class Action Settlement Agreement is made by and between Plaintiffs Salvador Rodriguez and German Rodriguez and Defendants WNU LLC dba Papa John's ("WNU LLC"), Paul Urbina, and Brisia Ochoa (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

I. DEFINITIONS.

A. **"Agreement"** and **"Settlement Agreement,"** mean this Stipulation and Agreement for Class Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the resolution of the dispute between them, and which is subject to Court approval.

B. **"Class"** means all persons employed by WNU LLC in California and classified as non-exempt who worked for WNU LLC during the Class Period.

C. **"Claims Administrator"** means ILYM Group, Inc. or other acceptable claims administrator chosen by Class Counsel and approved by Defendants, the neutral entity the Parties have agreed to appoint to administer the Settlement.

D. **"Claims Administrator Costs"** shall include settlement administration (mailing of notice, distributing payments, recording opt-outs, etc.) and tax reporting costs, and shall be in an amount approved by the Court, to be deducted from the Gross Settlement Amount, in accordance with the Claims Administrator's "not to exceed" bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

E. **“Class Action”** means the Class Action lawsuit herein, generally known as *Salvador Rodriguez, German Rodriguez, on behalf of themselves and other current and former employees similarly situated v. WNU LLC DBA Papa Johns, et al.*, Los Angeles Superior Court Case Number 23STCV28934, filed on November 22, 2023 and pending in the Superior Court of the State of California, County of Los Angeles.

F. **“Class Counsel”** means Eli M. Kantor and Jonathan Kantor of Law Office of Eli M. Kantor.

G. **“Class Counsel Fees Payment”** and **“Class Counsel Litigation Expenses Payment”** mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with the Class Action, including their pre-filing investigation, their filing of the Class Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with this Class Action.

H. **“Class Data”** means the list of names, last known mailing addresses, and social security number, of Class Members for whom Defendants possess such information. The Class Data will indicate, for each Class Member, the number of Qualifying Workweeks worked in a Class Position during the Class Period and PAGA Pay Periods.

I. **“Class Member(s)”** or **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

J. **“Class Notice Packet”** means the Notice of Class Action to be provided to

the Class Members by the Administrator in the form set forth as Exhibit “A” to this Agreement (other than formatting changes to facilitate printing by the Administrator).

K. **“Class Period”** means November 22, 2019 to March 18, 2025.

L. **“Class Representatives”** mean the named Plaintiffs in the operative complaint in the Class Action seeking Court approval to serve as Class Representatives.

M. **“Court”** means the Superior Court of the State of California for the County of Los Angeles.

N. **“Defense Counsel”** means Leonora M. Schloss, Esq., Karen Luh, Esq., and Sara Khorasani, Esq. of Jackson Lewis, P.C.

O. **“Effective Date”** shall be the date when all of the following events have occurred: (a) this Agreement has been executed by the Parties and by Class Counsel and Defense Counsel; (b) the Court has entered a final order approving this Class Action Settlement; and (c) in the event there are written objections filed prior to the Final Fairness and Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief, or (ii) any appeal, writ, or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final and there is no further recourse by an appellant or objector

who seeks to contest the Settlement. In the event that no objections are filed, the Effective Date shall be upon the completion of all steps (a) through (c) above.

P. **“Enhancement”** means the portion of the Gross Settlement Amount paid to the Named Plaintiffs for their service in connection with the prosecution of this Class Action.

Q. **“Final Approval”** means the Court’s order granting final approval of the Settlement.

R. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.

S. **“General Release”** means a release of all claims against Defendants and the Released Parties, which is set forth in Section III.C below.

T. **“Gross Settlement Amount”** means Four Hundred Fifty-Six Thousand Dollars and Zero Cents (\$456,000.00) to be paid by WNU LLC, only which amounts will be reduced in accordance with the payment and credit schedule set forth in section II.A.1., below. The Gross Settlement Amount will be all-inclusive, including Individual Class Payments to all Participating Class Members, Enhancement of Ten Thousand Dollars (\$10,000.00) to each named Plaintiff, PAGA Penalties, Claims Administrator Costs, Class Counsel Fees Payment not to exceed 33.33%, and Class Counsel Litigation Expenses Payment not exceeding Twenty-Five Thousand Dollars (\$25,000.00). This Settlement is a non-reversionary settlement. This Settlement is not a claims-made settlement.

///

U. **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Non-Reversionary Settlement Fund calculated according to the number of Workweeks worked during the Class Period.

V. **“Individual PAGA Payment”** means the PAGA Class Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

W. **“Non-Reversionary Settlement Fund”** means the portion of the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Claims Administrators Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

X. **“Notice of Class Action”** and **“Class Notice”** mean that the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached hereto as Exhibit “A” and incorporated by reference into this Agreement.

Y. **“Notice of Estimated Individual Settlement Payment”** and **“Individual Notice”** mean a notice entitled “Notice of Estimated Individual Settlement Payment,” in the form substantially similar to that attached hereto as Exhibit “B”.

Z. **“Opt-Out(s)”** shall mean any and all persons who timely and validly request exclusion from the Class in accordance with the terms of the Class Notice.

AA. **“Order Granting Final Approval”** and **“Judgment”** mean an order executed, filed, and entered by the Court granting final approval to the Settlement.

BB. **“Order Granting Preliminary Approval”** means an order executed, filed, and entered by the Court granting preliminary approval to the Settlement.

CC. **“Participating Class Member”** means any Class Member who does not timely opt-out of the Settlement, as provided in Section IV.E below.

DD. **“PAGA Class Member”** means any Class Member who worked from April 24, 2022 to March 18, 2025, regardless of whether exclusion is requested.

EE. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

FF. **“PAGA Class Period”** means April 24, 2022 to March 18, 2025.

GG. **“PAGA Notice”** means the Plaintiffs’ April 24, 2023 letter to WNU LLC and the Labor Workforce Development Agency providing notice pursuant to *Labor Code* § 2699.3 subd.(a).

HH. **“PAGA Pay Period”** means any Pay Period during which a PAGA Class Member worked for WNU LLC for at least one day during the PAGA Class Period.

II. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Class Members (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.

JJ. **“Preliminary Approval”** Means the Court’s Order Granting Preliminary Approval of the Settlement.

KK. **“Qualifying Workweeks”** means any week during which a Class Member

worked for WNU LLC for at least one day during the Class Period.

LL. **“Released Claims”** means all known and unknown claims, losses, damages, liquidated damages, demands, penalties, liabilities, declaratory relief, injunctive relief, interest (whether pre- or post-judgment), disbursements, attorneys’ fees and costs, causes of action, complaints or suits, at law or in equity, which arise from or are related to the facts asserted in the Complaint and PAGA Notice, including, without limiting the foregoing, claims for unpaid wages including failure to pay premium wages for alleged meal and/or rest period violations, failure to pay minimum wage, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to timely pay wages upon termination, failure to reimburse for business expenses and failure to maintain a uniform, failure to pay a split shift premium, claims made under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1199, 2802, all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 5-2001 (including, but not limited to, sections 4, 7, 11, 12), California Labor Code Private Attorney General Act section 2698 *et seq.* (including, but not limited to, sections 2699 and 2699.3), California Civil Code section 3287, California Business and Professions Code sections 17200, *et seq.*, any related claims for compensatory, consequential, punitive or exemplary damages, statutory damages, declaratory relief, injunctive relief, penalties, interest (whether pre- or post-judgment), disbursements, attorneys’ fees and costs or any other federal, state, or local law, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period and PAGA Class Period. This Stipulation and Agreement

will release all claims that were expressly alleged in the Class Action or that could have been alleged in the Class Action based upon the factual and legal allegations in the Complaint.

If the Court approves the Settlement, each PAGA Class Member, regardless of whether exclusion was requested, will release the right to pursue claims under the California Labor Code Private Attorney General Act section 2698 et seq. (including, but not limited to, sections 2699 and 2699.3 based on minimum wage, overtime wages, reimbursements, unlawful deductions, wage statements, meal periods, rest periods, timely payment of wages, and final payment of wages).

MM. **“Released Parties”** means Defendants and their present and former parents, subsidiaries and affiliates, assigns, related companies, officers, directors, agents, employees, shareholders, insurance companies, attorneys, partners, divisions, joint venturers, predecessors, successors, franchises, beneficiaries, grantees, transferees, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, or general and limited partners.

NN. **“Release Effective Date”** means the date on which WNU LLC fully funds the settlement. The release only occurs when Defendant fully funds the Gross Settlement Amount.

OO. **“Request for Exclusion”** means a Class Member’s signed written request to be excluded or “opt-out” of the Settlement Agreement, as provided in Section IV.E below.

PP. **“Settlement”** means the disposition of the Class Action effected by this Agreement.

QQ. **“Stipulation”** shall mean this Stipulation and Agreement for Class Action Settlement, including any attached exhibits.

RR. **“Unclaimed Portion”** means any check issued to Participating Class Members, PAGA Class Members or other recipient that remains uncashed after one hundred and eighty (180) days of its issuance.

II. RECITALS

A. This Stipulation and Settlement Agreement is made for the sole purpose of attempting to consummate settlement in this case on a class-wide basis and is made in compromise of disputed claims. This Settlement Agreement must receive preliminary and final approval by the Court.

B. On November 22, 2023, Plaintiffs Salvador Rodriguez and German Rodriguez (“Plaintiffs”) filed a Class and Representative Action Complaint for Damages against Defendants WNU LLC dba Papa Johns, Paul Urbina, and Brisia Ochea (“Defendants”) alleging, on a class-wide basis, :(1) Failure to Provide Required Rest Breaks or Pay For Rest Breaks in Violation of Labor Code §§226.7; (2) Failure to Provide Required Meal Breaks or Pay For Meal Breaks in Violation of Labor Code §226.7; (3) Failure to Pay Minimum Wages in Violation of Labor Code §§1194, 1194.2 and 1197; (4) Failure to Pay Overtime Wages in Violation of Labor Code §§510 and 1194; (5) Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §226; (6) Failure to Pay Unpaid Wages Upon Termination in Violation of Labor Code §§201 and

203; (7) Failure to Indemnify Employees For Necessary Expenses and Failure to Maintain a Uniform in Violation of Labor Code §2802; (8) Failure to Pay Split Shift Premium in Violation of Labor Code §1194; (9) Civil Penalties on Behalf of Past and Present Aggrieved Employees of Defendants under California’s Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”); and (10) Restitution on Behalf of the General Public and Injunctive Relief under California Business and Professions Code §§ 17200 *et seq.* and California Code of Civil Procedure § 1021.5. Plaintiffs filed the PAGA notice with the Labor and Workforce Development Agency on April 24, 2023.

C. The Class Representatives are Salvador Rodriguez and German Rodriguez (“Plaintiffs,” “Named Plaintiffs” or “Class Representatives” hereinafter). The Class Representatives and Defendants are collectively referred to herein as the “Parties.”

D. The Parties undertook substantial settlement negotiations before reaching the settlement described herein. The Parties participated in an arms-length all day mediation session on January 14, 2025, with the well-respected and experienced mediator, Brandon McKelvey, Esq. During the mediation and in follow-up communications facilitated by Brandon McKelvey, each side, represented by its respective counsel, were able to agree to settlement of the Action. The Class Members were represented by Class Counsel, while Defendants were represented by Defense Counsel.

E. Defendants deny all of the Class Representatives’ claims as to liability and damages, and do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final.

F. Defendants deny that class certification of any of Plaintiffs' claims is appropriate. However, the Parties agree that the Settlement Class may be certified for settlement purposes only and that any motion for preliminary approval seeking certification of the Settlement Class is for purposes of the settlement only. Certification for purposes of approving the Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation.

G. This Settlement Agreement reflects the mediator's proposal accepted by the Parties to end litigation. Defendants' signing of this Agreement will not be deemed to be an admission of any wrongdoing or unlawful action by Defendants in the pending Class Action or in any other matter.

H. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that 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").

I. The Court has not granted class certification.

J. 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.

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III. MONETARY TERMS.

A. Gross Settlement Amount.

1. In consideration for settlement of the Class Action, WNU LLC agrees to pay the total of Four Hundred Fifty-Six Thousand Dollars and Zero Cents (\$456,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by WNU LLC to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section A.2. of this Agreement. The Claims Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Class Members to submit any claim as a condition of payment.

2. WNU LLC will pay the Gross Settlement Amount in three (3) installments (1) One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid no later than nine (9) months following the later of January 17, 2025, which is the date of the Acceptance of the Mediator's Proposal ("Acceptance of the Mediator's Proposal Date"); or ten (10) days after the Final Approval of this Settlement by the Court; (2) One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid no later than three (3) months after the First Payment Date; (3) One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000.00) paid the earlier of: six (6) months following the First Payment Date; or eighteen (18) months after Acceptance of the Mediator's Proposal Date. For each installment WNU LLC timely pays, Defendants will receive a credit towards the Gross

Settlement Amount in the amount of the installment. If WNU LLC fails to timely pay an installment, Defendants shall have until the last day of the subsequent month to cure the failure by paying the overdue installment and the currently due installment. If Defendants fail to cure an overdue installment, they shall not receive the corresponding credit for the installment. WNU LLC shall deposit all installments with the Claims Administrator. The money will remain with the Claims Administrator and will not be distributed until all installments are paid and after Final Approval is granted by the Court, whichever is later.

3. The Gross Settlement Amount and any other actions and forbearances taken by Defendants shall constitute adequate consideration for the Settlement Agreement and will be made in full and final settlement of: (1) the aggregate of all Individual Settlement Payments to Participating Class Members; (2) Class Representatives' Enhancement, as approved by the Court, not to exceed a total of Ten Thousand Dollars and Zero Cents (\$10,000.00) each; (3) the Class Counsel Fees, as approved by the Court, not to exceed 33.33% of the Gross Settlement Amount; (4) Class Counsel Litigation Expenses, as approved by the Court, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (5) the reasonable fees and expenses of the Claims Administrator, as approved by the Court; and (6) civil penalties recoverable under California's Private Attorneys General Act (PAGA) in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), of which 75% or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the California Labor Workforce Development Agency ("LWDA") and 25% or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) allocated among the PAGA Class Members as part of the Non-Reversionary Settlement

Fund. The Non-Reversionary Settlement Fund shall be paid in Individual Settlement Payments to Participating Class Members.

4. After the Court issues an order preliminarily approving this Settlement Agreement, the Claims Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of the Settlement Agreement and procedures to participate in, opt-out of, or object to the Settlement Agreement.

B. Non-Reversionary Settlement Fund (Amounts Paid to Participating Class Members).

1. Qualifying Workweeks and PAGA Pay Periods. Based on its records, Defendants have represented that the number of Class Members is 512 who collectively worked a total of 18,312 Qualifying Workweeks, and 319 PAGA Class Members who worked a total of 10,597 PAGA Pay Periods.

2. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Class Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Class 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 Class Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have 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 Defendants must

send the Class Data to the Class 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.

3. Individual Settlement Payments will be paid from the Non-Reversionary Settlement Fund to Participating Class Members based on the number of Qualifying Workweeks Worked in the Class Position during the Class Period credited to the Participating Class Member as a percentage of the total Qualifying Workweeks Worked in the Class Position during the Class Period credited to all Participating Class Members.

4. For purposes of calculating Individual Settlement Payments, the Qualifying Workweeks Worked by the Class Members will include weeks estimated to have been actually worked by the Class Members based on available data. The Individual Settlement Payment for each Participating Class Member will be determined by, first, determining the value of a single Qualifying Workweek during the Class Period and then by multiplying the value of a single Qualifying Workweek by the number of Qualifying Workweeks worked by each Participating Class Member. If any eligible Class Members choose to opt out of the Settlement, the Qualifying Workweeks worked by such opt-out Class Members will be excluded from the calculation of the total Qualifying Workweeks for determining allocation of Individual Settlement Payments.

5. The Individual Settlement Payments are payments for all Released Claims. 20% of each Participating Class Member's Individual Settlement 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 non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Each Participating Class Member, Class Counsel, and Class Representative payment recipient will be solely responsible for remitting to state and Federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Settlement Agreement. Class Members who may have questions about their tax liability, if any, should consult independent tax counsel. Neither Class Counsel nor Defense Counsel will provide any tax advice to Class Members.

6. If any Participating Class Members do not cash the checks within one hundred and eighty (180) days after issuance, then at that time the Claims Administrator will void any such uncashed or unclaimed checks, as further specified below in section IV.L. The Claims Administrator will take additional reasonable steps, including a skip-trace or other search using the name, address, and social security number or Federal tax identification number of the Class Member involved, to locate such persons for a period of up to forty-five (45) days, after which the Claims Administrator will disburse or cause to disburse all remaining balance of Non-Reversionary Settlement Fund to the Legal Aid Foundation of Los Angeles. In such event, the Participating Class Members will nevertheless remain bound by this Settlement Agreement, including the release of the Released Claims.

7. WNU LLC will provide to the Claims Administrator the total number of PAGA Pay Periods for each PAGA Class Member during the PAGA Class Period. Each

PAGA Class Member will be paid a pro-rata share of the \$2,500 allocated for PAGA Penalties to the PAGA Class Members, as calculated by the Claims Administrator, with a formula similar to payments to the Class Members.

C. Class Representative's Enhancements and General Release Payments.

1. Class Counsel will submit applications to the Court for awards of Individual Enhancements to the Class Representatives in an amount not exceeding Ten Thousand Dollars and Zero Cents (\$10,000.00) each. The Enhancement is in addition to the Individual Settlement Payments allocated to the Class Representatives under this Settlement.

2. Said applications will be set for hearing concurrently with the Motion for Final Approval. The Enhancement is to compensate the Named Plaintiffs for their services and risks in connection with being Class Representatives and Named Plaintiffs. Defendants and their counsel will not object to requests for approval of such Enhancements. The Enhancements are in addition to the Individual Settlement Payment and, if applicable, the PAGA Settlement Payment allocated to the Class Representatives under this Settlement. Any portion of the Enhancement not approved by the Court will be included in the Non-Reversionary Settlement Fund and distributed to Participating Class Members.

3. Any Enhancement awarded by the Court will not be treated as wages. The Class Representative will receive an IRS Form 1099 relating to such payment. The Class Representatives will be solely liable for and pay any and all taxes, costs, interest, assessments, penalties, or damages by reason of payment of their Enhancement Awards. The Class Representatives agree to assume responsibility of remitting to the Internal

Revenue Service and any other relevant taxing authority the amounts which may be required by law in relation to their receipt of Enhancements. In addition, Class Representatives shall indemnify Defendants and the Released Parties for all taxes, interest, and penalties incurred by Defendants and the Released Parties solely by reason of Class Representatives' failure to remit the amounts due to the taxing authorities, as a result of their receipt of Enhancements.

4. In the event that the Court denies, modifies, or reduces any requests for Enhancements, Class Representatives, Class Counsel, and the Participating Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Amount.

5. If the Class Representatives appeal the Court's ruling on their request for Enhancement Awards, any ruling of any appellate court in such an appeal (regardless of its substance) will not constitute a material alteration of this Settlement Agreement, and will not give Class Representatives, Class Counsel, and the Participating Class Members the right to modify, revoke, cancel, terminate or void this Settlement Agreement.

D. PAGA – California Labor Code Private Attorney General Act.

The Parties agree that Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Fund will be allocated for the settlement and full releases of any and all claims for civil penalties that could have been made in this Class Action by the Class Members under PAGA, California Labor Code § 2698, *et seq.* Pursuant to California Labor Code § 2699(i), 75% of the PAGA payment will be paid to the LWDA, and 25% of the PAGA payment will be included in the Non-Reversionary Settlement Fund to be

distributed among the PAGA Class Members. Any Class Member who chooses to opt-out of the Settlement cannot opt out of the PAGA cause of action and his or her portion of the PAGA payment. Pursuant to California Labor Code § 2699(1)(2), settlement of a PAGA action must be approved by the Court and copy of the proposed settlement will be provided by Class Counsel to the LWDA at the same time that it is submitted to the Court. Any Unclaimed Portion of the PAGA Settlement payments allocated to pay PAGA Class Members will be retained in the Non-Reversionary Settlement Fund and shall be distributed as described below in section IV.L.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

1. Class Counsel will submit an application to the Court for a reasonable award of the Class Counsel Fees Payment in an amount not to exceed 33.33% of the Gross Settlement Amount plus the Class Counsel Litigation Expenses Payment as proven not to exceed Twenty-Five Thousand Dollars (\$25,000.00), which will compensate Class Counsel for fees and costs incurred for work already performed in the Class Action, and the work remaining to be performed in documenting the Settlement Agreement, securing Court approval of the Settlement Agreement, administering the Settlement, obtaining dismissal of the Class Action with prejudice, and defending against any appeals from objectors, as well as all associated expenses. Such application will be set for hearing concurrently with the Motion for Final Approval.

2. The amount awarded to Class Counsel will be left to the discretion of the Court. Defendants and their counsel will not object to Class Counsel's application for an

award of attorneys' fees and costs, provided the requested amount does not exceed 33.33% of the Gross Settlement Amount plus the Class Counsel Litigation Expenses Payment as proven not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Any attorneys' fees and/or costs amount not approved by the Court will be included in the Non-Reversionary Settlement Fund and distributed to Participating Class Members.

F. Claims Administrator Costs.

The Claims Administrator Costs compensating the full administration of this Settlement Agreement are estimated to not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to be paid from the Gross Settlement Amount. All fees and expenses due to the Claims Administrator in connection with its administration of the Class Settlement includes, but is not limited to, providing the Class Notice, locating Class Members, processing Opt-Out requests and objections, and calculating, administering, and distributing Individual Settlement Amounts to the Participating Class Members, preparing related tax forms, and making payment to the LWDA and the PAGA Class Members for PAGA penalties. Any Claims Administrator Costs not approved by the Court will remain part of the Non-Reversionary Settlement Fund to be distributed among Participating Class Members. No fewer than ten (10) court days prior to the Final Fairness and Approval Hearing, the Claims Administrator will provide the Court and all counsel for the Parties with a statement detailing the administrative costs. The Parties agree to cooperate in the settlement administration process and to make all efforts to control and minimize the costs and expenses incurred in the administration of this Settlement Agreement.

IV. RELEASES BY PARTICIPATING CLASS MEMBERS AND NAMED PLAINTIFF.

A. Terms of Release of Participating Class Members.

In exchange for the consideration recited in this Settlement Agreement, all Participating Class Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, do hereby and fully forever, irrevocably and unconditionally release, waive, acquit and discharge the Released Parties from the Released Claims as of the Effective Date.

In addition, each PAGA Class Member, regardless of whether exclusion was requested, will release the right to pursue claims under the California Labor Code Private Attorney General Act section 2698 *et seq.* (including, but not limited to, sections 2699 to 2699.5 based on minimum wage, overtime premiums, reimbursements, unlawful deductions, wage statements, meal periods, rest periods, timely payment of wages, and final payment of wages).

B. Promise Not to Sue for Released Claims.

The Participating Class Members are deemed by operation of the Order Granting Final Approval to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

C. Terms of General Release by Named Plaintiffs.

The Named Plaintiffs do hereby, for themselves and their spouses, domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully forever, irrevocably, and unconditionally release the Released Parties from all

Released Claims, any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the Effective Date, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to their relationship with Defendants or the remuneration for, or, as applicable, termination of, such relationship. Named Plaintiffs expressly release all claims or rights arising out of alleged violations of any contracts, express or implied (including, but not limited to, any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any wrongful discharge, constructive discharge, and retaliation claims; any claims relating to any breach of public policy; any legal restrictions on Defendants' right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (4) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical leave); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and

Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex (including pregnancy and related conditions), sexual orientation, gender, gender identity, gender expression, military and veteran status, or age, including retaliation for reporting discrimination or harassment); (8) California Labor Code or any Industrial Welfare Commission Wage Order; (9) Executive Orders 11246 and 11141 (race, color, religion, sex, age, and national origin discrimination or harassment); and (10) Executive Order 11141 (age discrimination); but excluding all claims brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"). The Parties intend this release to be full and complete to the full extent allowed by law. This paragraph does not affect Plaintiffs' workers' compensation claims, and each of them, if any.

D. Section 1542 Waiver by Named Plaintiffs.

Named Plaintiffs hereby expressly waives all rights and benefits afforded by section 1542 of the California Civil Code as to any claims they do not know or suspect to exist in their favor against any of the Released Parties and do so understanding the significance of that waiver. Section 1542 provides:

"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.”

E. Claims by Participating Class Members Based on Stipulation and Agreement.

In addition to the terms of the Releases outlined above, no Participating Class Member, including Class Representatives, will have any claim against any of the Released Parties, Defendants’ attorneys of record, the Named Plaintiffs, any other Class Member, or Class Counsel based on errors in administering claims or performing the mailing and skip-tracing requirements of the Claims Administrator under this Agreement.

V. SETTLEMENT APPROVAL, CLAIMS, AND PAYMENT PROCEDURES.

A. Motion for Preliminary Approval.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

1. Defendant’s Responsibilities.

Within fourteen (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration in which Defendants shall aver as to the number of Class Members and the number of Qualifying Workweeks during the Class Period.

2. Plaintiff’s Responsibilities.

Plaintiffs will prepare and deliver to Defense Counsel 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 § 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 Claims 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; (vi) a signed declaration from Class Counsel 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 § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (1)(1)), this Agreement (Labor Code § 2699, subd. (1)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Claims Administrator. In their Declarations, Plaintiff 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.

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 to the Claims Administrator.

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 or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concern.

B. Settlement Administration.

1. The Parties have jointly selected ILYM Group, Inc. to serve as the Class Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange of payment of Claims Administrator Costs. The Class Administrator's duties will include preparing, printing, and mailing the Class Notice

Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Settlement Payments and Individual PAGA Payments; issuing checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Class Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number.

The Class Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and Federal tax authorities.

3. Qualified Settlement Fund.

The Class Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B.

4. Notice to Class Members.

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, PAGA Members, Workweeks, and Pay Periods in the Class Data.

i. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice [with Spanish translation, if applicable] 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 Settlement Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Qualifying 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.

ii. Not later than 7 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.

iii. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline 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.

iv. If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

C. Requests for Exclusion ("Opt-Out").

The Notice of Class Action will notify all Class Members of their right to opt-out of the Settlement Agreement.

1. Any Class Member who wishes to be excluded from (opt-out of) the Settlement Agreement must submit a signed written Request for Exclusion, which must be mailed or emailed to the Claims Administrator on or before the Objection/Exclusion Deadline Date. To be valid, the Request for Exclusion must be both timely and complete.

To be complete, the Request for Exclusion must: (a) include a written statement requesting exclusion from the Settlement Agreement as further detailed in the Class Notice; (b) reference the name, current address, and telephone number of the person requesting exclusion; (c) be signed by the person requesting exclusion or by his or her authorized representative; and (d) include the last four digits of his or her social security number or full Federal tax identification number. To be timely, the Request for Exclusion must: (a) be mailed to the Claims Administrator and (b) postmarked no later than the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. The Objection/Exclusion Deadline Date shall be forty-five (45) days after the date the Notice Packet is first mailed (or sixty (60) days if re-mailed) by the Claims Administrator to the Class Member.

2. Any Class Member who mails a valid Request for Exclusion will, upon receipt thereof by the Claims Administrator, no longer be a Participating Class Member, and will receive no benefit from this Settlement Agreement with the possible exception of a PAGA Settlement Payment, and none of his or her claims, causes of action or rights with the possible exception of a PAGA cause of action will be released by virtue of this Settlement Agreement. Any Individual Settlement Payment, except his or her portion of a PAGA Settlement Payment, that would have been paid to a Class Member but for that Class Member opting out of the Settlement Agreement will be included in the Non-Reversionary Settlement Fund and distributed to the Participating Class Members.

3. Any Class Member who appears at the Final Approval Hearing to request

exclusion will no longer be a Participating Class Member, upon his or her appearance at the Final Approval Hearing, and will receive no benefit from this Settlement Agreement with the possible exception of a PAGA Settlement Payment, and none of his or her claims, causes of action or rights with the possible exception of a PAGA cause of action will be released by virtue of this Settlement Agreement. Any Individual Settlement Payment, except his or her portion of a PAGA Settlement Payment, that would have been paid to a Class Member but for that Class Member opting out of the Settlement Agreement will be included in the Non-Reversionary Settlement Fund and distributed to the Participating Class Members.

4. Failure to submit a valid Request for Exclusion or failure to appear at the Final Approval Hearing to request exclusion will result in a Class Member being conclusively deemed a Participating Class Member fully bound by the terms of the Settlement Agreement.

5. If a Class Member submits a valid Request for Exclusion or appears at the Final Approval Hearing to request exclusion and thereafter wishes to participate in the Settlement Agreement, the Class Member may rescind his or her Request for Exclusion if and only if the Class Member submits a valid Rescission of Opt-Out Request. To be valid, the Rescission of Opt-Out Request must be both timely and complete. To be timely, the Rescission of Opt-Out Request must be mailed to the Claims Administrator by First-Class U.S. mail within 45 days after Effective Settlement Date, as conclusively evidenced by the date of the postmark.

6. If the Claims Administrator receives a Class Member's valid Request for

Exclusion or a Class Member appears at the Final Approval Hearing to request exclusion, the Class Member's failure to submit a valid Rescission of Opt-Out Request will result in the Class Member being conclusively deemed no longer a Participating Class Member, and he or she will receive no benefit from this Settlement Agreement with the possible exception of a PAGA Settlement Payment, and none of his or her claims, causes of action or rights will be released by virtue of this Settlement Agreement except the PAGA claims.

7. If a Class Member submits a timely dispute concerning his or her Qualifying Work Weeks as reflected on his or her Notice of Estimated Individual Settlement Payment, Exhibit "B", and submits a timely Request for Exclusion, the Request for Exclusion will be invalid and such Class Member will be considered a Participating Class Member unless the Request for Exclusion is postmarked after the date the Class Member is notified of the determination of the disputed Qualifying Weeks Worked by the Claims Administrator.

8. Challenges to the Calculation of Qualifying Workweeks.

Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Qualifying Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Class Administrator via fax, email or mail. The Class Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Class Administrator is entitled to presume that the Qualifying Workweeks contained in the Class Notice are correct so long as they are consistent with

the Class Data. The Class Administrator's determination of each Class Member's allocation of Qualifying Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Class Administrator shall promptly provide copies of all challenges to calculation of Qualifying Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Class Administrator's determination as to the challenges.

D. Objections to This Settlement.

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.

2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void

E. Claims Administrator Duties.

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

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

3. Workweek and/or Pay Period Challenges. The Class 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.

4. Weekly Reports. The Class 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 the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

5. Administrator's Declaration. Not later than 7 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.

6. Final Report by Administrator. Within 10 days after the Administrator

disburses all funds of 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

F. Verification of Dissemination of Notice of Class Action.

The Claims Administrator will verify, in writing, that the Notice Packets have been disseminated in accordance with the Court's Order Granting Preliminary Approval, and will provide such verification to Class Counsel and Defense Counsel no later than twenty (20) days prior to the date of the Final Fairness and Approval Hearing.

G. No Encouraging Class Members Not to Participate.

No Party, including counsel for the Parties, will directly or indirectly, through any person or entity, encourage any Class Member to object or request exclusion from this Settlement Agreement.

//

H. Class Size Estimate.

Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there are (1) 512 Class Members; (2) 18,312 Qualifying Workweeks during the Class Period; (3) 319 PAGA Class Members; and (4) 10,597PAGA Pay Periods.

I. Class Size Modification and Escalator Clause.

Based on its records, Defendants provided figures as to the Class Size as set forth in Paragprah V.H. above. In regard hereto, Defendants are providing a declaration set forth in Paragraph V.A.1. above. Should the number of Qualifying Workweeks increase by more than 10% above 18,312 Qualifying Workweeks, Defendants shall increase the Gross Settlement Amount proportionally by 1% for every 1% increase Qualifying Workweeks over the 10% threshold.

J. Motion for Final Approval.

On the date set forth in the Notice of Class Action, unless otherwise ordered by the Court, which will be approximately one hundred and twenty (120) days after the Court grants preliminary approval of the Settlement Agreement, a Final Fairness and Approval Hearing will be held before the Court in order to: (1) review this Settlement Agreement and determine whether the Court should give it final approval; and (2) consider any timely objections to the Settlement and all responses by the Parties to such objections. Plaintiffs will file not later than 16 court days before the calendared Final Approval Hearing, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(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 and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

K. Listing of Individual Settlement Amounts.

Within ten (10) days after the Effective Settlement Date, the Claims Administrator will provide to Defense Counsel and to Class Counsel a Proceeds List showing the Individual Settlement Payment for each Participating Class Member who will receive settlement proceeds and details of all PAGA Settlement Payments to be paid to PAGA Class Members (“Proceeds List”).

1. Any checks issued to Participating Class Members or PAGA Class Members will remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance, after which the Claims Administrator will void any such uncashed or unclaimed checks. At that time the Claims Administrator will void any such uncashed or unclaimed checks and all amounts from such unclaimed checks will be retained in the Non-Reversionary Settlement Fund. The Claims Administrator will take reasonable additional steps to locate such persons for a period of up to forty-five (45) days after the expiration date of such checks. Pursuant to Code of Civil Procedure, section 384, the Parties shall report to the court the total amount that was actually paid to the Class Members and PAGA Class Members. After this report is received, the court will amend the judgment to direct the Claims Administrator to pay the sum of Unclaimed Portion plus any interest that has accrued thereon, to the General Services fund of the Legal Aid Foundation of Los Angeles, a nonprofit organization providing civil legal services to the indigent. After the court’s

judgment under Code of Civil Procedure, section 384, the Claims Administrator will transmit or cause to transmit the sum of Unclaimed Portion plus any interest that has accrued thereon to the General Services funds of the Legal Aid Foundation of Los Angeles.

L. Deadlines.

If any deadline specified in this Settlement Agreement falls on a Saturday, Sunday, or state court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to “days” shall mean calendar days.

VI. ENFORCEMENT, JUDGMENT, AND CONTINUING JURISDICTION OF THE COURT.

Pursuant to California Rules of Court, Rules 3.769, 3.770 and 3.771, this Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to Code of Civil Procedure section 664.6. Even after the Order of Final Judgment and notwithstanding it, this Court will have and retain continuing jurisdiction over the Class Action and over all Parties and Class Members, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement, all matters provided for in it, and to interpret it.

VII. MUTUAL FULL COOPERATION.

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement including, but not limited to, execution of such documents and taking such other action as may be reasonably necessary or convenient to implement it.

VIII. NO ADMISSIONS.

This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement will constitute or be considered an admission by or on behalf of any of the Defendants or any Released Party of any wrongdoing or liability or of the accuracy of any allegation made in connection with this Class Action or in any other matter. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' defenses. This 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).

IX. WITHDRAWAL AND NULLIFICATION.**A. Effective Date of Defendants' Obligations Under This Agreement.**

Defendants' obligations under this Settlement Agreement will become final and effective only upon occurrence of all of the following events:

1. Execution and filing by the Court of an Order Granting Preliminary Approval;
2. The Court conducting a Final Fairness and Approval Hearing;
3. Execution and filing by the Court of the Order Granting Final Approval;

4. Entry of a Final Judgment; and

5. In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that this Settlement Agreement does not obtain approval of the Court for any reason, all matters covered by this Settlement Agreement will be null and void. In such event, neither this Settlement Agreement nor any negotiations leading to this Settlement Agreement will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties hereto do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the litigation, including all available defenses and affirmative defenses, and challenging any claim that the Class Action could be certified as a class action, as if this Settlement Agreement never existed.

B. Defendants' Right to Withdraw

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 20% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends final Exclusion List to Defense Counsel; late elections will have no effect.

C. Nullification.

If: (1) the Court should for any reason fail to enter the Order of Final Judgment; or (2) the Court's Order of Final Judgment is reversed or modified as to any material term, or declared or rendered void as to any material term, then: (a) this Settlement Agreement will be considered null and void; and (b) neither this Settlement Agreement nor any of the related negotiations or proceedings will have any force or effect. If, for whatever reason and however it may occur, this Settlement Agreement is canceled, rescinded, terminated, voided, or nullified or the settlement of the Class Action is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Settlement Agreement, and all previous disbursements from the Gross Settlement Amount will immediately be paid back to Defendants by the person or entity who received such disbursement. However, if: (a) the Court should, for any reason, fail to approve this Settlement in the form agreed to by Named Plaintiffs, Defendants, Class Counsel, and Defense Counsel; (b) the Court should, for any reason, fail to enter the Final Order; or (c) the Final Order is reversed, then the Claims Administrator Costs, if any, that have been incurred as a result of the settlement efforts, shall be borne equally by Defendants and Class Counsel.

D. Waiver of the 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 Non-Reversionary Settlement Fund.

E. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.

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 an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

X. 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.

XI. CONFIDENTIALITY PRIOR TO PRELIMINARY APPROVAL.

Plaintiffs, Class Counsel, Defendants 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, Defendants 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.

XII. GENERAL PROVISIONS.

A. Entire Agreement.

This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Class Action, and no oral representations, warranties or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement. In any action seeking to enforce any provisions of this Settlement Agreement, the prevailing party shall recover reasonable attorney fees and costs.

B. Authorization to Act.

Class Counsel warrants and represents that they are authorized by the Class Representatives, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement, including this Settlement Agreement.

C. Modification Only in Writing.

This Settlement Agreement may be amended or modified only by a written instrument signed by Counsel for the Parties and all Parties or their successors in interest.

D. Binding on Successors.

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Settlement Agreement, as well as their respective attorneys, past, present, and future predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated entities.

E. No Prior Assignments.

The Participating Class Members will be deemed by operation of the Order Granting Final Approval to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action or rights herein released and discharged.

F. Governing Law.

All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

G. Counterparts.

This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

Counsel for the Parties will exchange among themselves signed counterparts.

H. Headings for Convenience Only.

The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

I. Construction of this Agreement.

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of arms-length negotiations between the Parties and that this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party, or their counsel, participated in the drafting of this Agreement. This Settlement Agreement constitutes the entire agreement between the Parties hereto. Except as expressly provided herein, this Settlement Agreement has not been executed in reliance upon any other oral or written representations or terms and no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Named Plaintiffs and Defendants participated in the negotiation and drafting of this Settlement Agreement and had available to them the advice and assistance of independent legal counsel. As such, no Participating Class Member or Defendants may claim that any ambiguity in this Settlement Agreement should be construed against the other.

J. Corporate Signatories.

Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

K. Representation by Counsel.

All of the Parties hereto acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel.

L. 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 Defendants 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.

M. Tax Advice.

Neither Plaintiffs, Class Counsel, Defendants 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.

N. 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 from the mediation on January 14, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

O. Fair Settlement.

The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

P. Attorneys' Fees and Costs.

Except as otherwise provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Class Action and will not seek reimbursement thereof from any Party to this

Settlement Agreement.

IT IS SO AGREED:

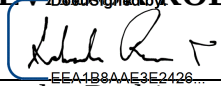
EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Signatures on Next Page

Dated: 4/17/2025

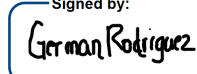
SALVADOR RODRIGUEZ

Signed by:

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Salvador Rodriguez

Dated: 4/18/2025

GERMAN RODRIGUEZ

Signed by:

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By: _____
German Rodriguez

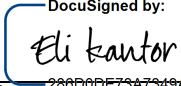
Dated: _____

WNU LLC

Paul Urbina

Dated: 4/23/2025 _____

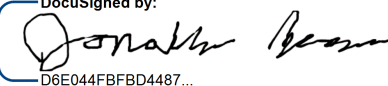
LAW OFFICE OF ELI M. KANTOR

By: 

Eli M. Kantor
Jonathan Kantor
Attorneys for Plaintiff

4/23/2025

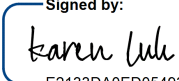
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JACKSON LEWIS P.C.

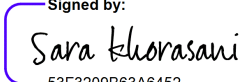
By: _____
Leonora M. Schloss
Karen Luh
Sara Khorasani
Attorneys for Defendants

4/23/2025



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4/24/2025



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Settlement Agreement.

IT IS SO AGREED:

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Signatures on Next Page

Dated: _____

SALVADOR RODRIGUEZ

Salvador Rodriguez

Dated: _____

GERMAN RODRIGUEZ

By: _____
German Rodriguez

Dated: 4/22/25

WNU LLC



Paul Urbina

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Salvador Rodriguez, et al. v. WNU LLC DBA Papa Johns
Los Angeles Superior Court Case No. 23STCV28934

NOTICE OF CLASS ACTION SETTLEMENT

A Court approved this Notice. This is not a solicitation from an attorney.

To: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF WNU DBA PAPA JOHNS WITHIN CALIFORNIA AT ANY TIME DURING THE PERIOD OF NOVEMBER 22, 2019 THROUGH DATE OF PRELIMINARY APPROVAL WHO HAVE NOT SIGNED AN ARBITRATION AGREEMENT (the “Class Period”) (the described persons are “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You are receiving this Notice because you are or were a non-exempt employee of WNU LLC ("Defendant") employed in California from November 22, 2019 through the Date of Preliminary Approval (the “Class Period”) who have not signed an arbitration agreement (the described persons are “Class Members”) and may be entitled to recover money from a class action settlement. This Notice informs you of your rights to share in the settlement of the class action lawsuit *Salvador Rodriguez, et al. v. WNU LLC DBA Papa Johns, et al.* Los Angeles Superior Court Case No. 23STCV28934 (the "Lawsuit"). This Notice is being sent to you by the order of the Superior Court of California, County of Los Angeles, which preliminarily approved this class action settlement on TBD. This Notice informs you of your rights to share in the settlement, or, if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?

The Lawsuit was filed by plaintiffs Salvador Rodriguez and German Rodriguez ("Plaintiffs") on behalf of non-exempt employees who worked for Defendant in California during the time period of November 22, 2019 through the Date of Preliminary Approval, who have not signed an arbitration agreement, seeking money damages, attorneys' fees and penalties for the following alleged claims: (a) failure to pay minimum and overtime wages; (b) failure to provide compliant meal breaks or compensation in lieu thereof; (c) failure to provide compliant rest breaks or compensation in lieu thereof; (d) failure to provide accurate wage statements; (e) failure to pay all wages upon termination; (f) failure to reimburse for business related expenses; (g) failure to pay split shift premium; (h) civil penalties pursuant to Labor Code Section 2699, et seq. premised on the above claims; and (i) unfair business practices premised on the above claims. Plaintiffs sought all damages, penalties, interest, and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code. Defendant denies Plaintiffs' allegations and asserts that it has no liability for any of Plaintiffs or the Settlement Class Members' claims under any statute, wage order, common law, or equitable theory. The Court did not decide in favor of Plaintiffs or Defendant and there was no trial. Plaintiffs think they could have won at trial. Defendant thinks Plaintiffs would not have won anything at trial. Defendant does not admit any of the claims alleged in the Lawsuit and denies that it owes money to Plaintiffs or to the Settlement Class Members for any of the alleged claims. Defendant chose to settle this lawsuit as a compromise to avoid the cost of litigation. Plaintiffs and their attorneys think the settlement is best for the Settlement Class Members.

WHAT DOES IT MEAN THAT THE CLASS 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, Plaintiff 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. Plaintiff 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. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. **WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

All current and former hourly non-exempt employees of Defendant in California who did not sign an arbitration agreement during the period of November 22, 2019 through the date of Preliminary Approval. The "Settlement Class Members" shall not include any person who submits a timely and valid request for exclusion as provided in this Notice. If the Court approves the compromise of the claim for civil penalties pursuant to Labor Code Section 2699, et seq. ("PAGA claim"), all current and former hourly non-exempt employees of Defendant in California who worked during the "PAGA Period" of April 24, 2022 to the date of the Court granting preliminary approval ("PAGA Group Members") are nevertheless bound by the Court's resolution of the PAGA claim. Class Members who are also PAGA Group Members who submit a request for exclusion will nevertheless receive their pro-rata share of the \$2,500 allocated for PAGA penalties.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant has agreed to pay \$456,000 ("Gross Settlement Amount") to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the Class Representatives Enhancement Payments to the named Plaintiffs, not to exceed \$10,000 each; (c) Private Attorney General Act ("PAGA") penalties in the amount of \$10,000 of which 75% or \$7,500 will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or \$2,500 to PAGA Group Members; (d) Claims Administration Expenses not to exceed \$10,000.00; and (e) attorneys' fees and costs awarded by the Court to Class Counsel (the "Class Counsel Award"), not to exceed \$152,000 in fees and \$25,000 in costs. After deducting items b, c, d and e from the Gross Settlement Amount, the remaining balance is the "Net Settlement Amount." The Net Settlement Amount will be distributed to all Settlement Class Members who do not exclude themselves from the Settlement. Per item c, \$2,500 from the Gross Settlement Amount will be distributed to all PAGA Group Members. The Class Counsel Fees and Costs and the Class Representative's Enhancement Payment are subject to Court approval.

This class action settlement includes a release of Defendant by Settlement Class Members, who do not exclude themselves from the Settlement. Upon the date the Court enters an order granting final approval of the Settlement and Defendant funding the Gross Settlement Amount and the employer's share of payroll taxes, all Class Members who do not timely

submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendant from California wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiffs' operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including claims for allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage statements, failure to pay all wages owed upon termination, failure to reimburse for business related expenses, failure to pay split shift premiums, unfair competition claims under California Business & Professions Code § 17200, et seq. based on the labor code violations alleged in the Complaint, and any penalties, restitution, disgorgement, interest or attorneys' fees that occurred during the period of November 22, 2019 to the date of the Court's Preliminary Approval ("Released Claims"). The Released Claims will cover all Class Members who do not opt out.

Furthermore, upon the date the Court enters an order granting final approval of the Settlement and Defendant funding the Gross Settlement Amount and employer's share of payroll taxes, the State of California and all PAGA Group Members (regardless of whether PAGA Group Member submits a valid and timely Request for Exclusion to exclude themselves from the Settlement) do and will be deemed to have fully, finally and forever released the Released Parties from any and all claims for civil Penalties under PAGA [Cal. Lab. Code §§ 2699, et seq.] based on the labor code violations alleged in the operative Complaint and Plaintiffs' notice sent to the LWDA, including all attorneys' fees and costs related thereto ("Released PAGA Claims").

HOW MUCH WILL MY PAYMENT BE?

Your share of the settlement will depend on (i) the final number of Settlement Class Members who have not excluded themselves from the Settlement; and (ii) the number of workweeks you were employed during the Class Period and PAGA Period.

"Workweeks" are determined by calculating the number of days you were an hourly non-exempt employee of Defendants in California between November 22, 2019 through the date of Preliminary Approval.

The Settlement Administrator will calculate the total workweeks for all Settlement Class Members. The Net Settlement Amount (not including the \$2,500 allocated for PAGA Group Members) is then divided by the total number of workweeks worked by all Class Members during the Class Period, and then multiplying this amount by each Class Members' total number of workweeks to provide that employee's individual share of the Net Settlement Amount.

In addition, the Settlement Administrator will calculate the total workweeks for all PAGA Group Members during the PAGA Period. The \$2,500 allocated for PAGA penalties to PAGA Group Members is then divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Period, and then this amount is multiplied by each PAGA Group Members' total number of workweeks to provide that employee's individual share of the \$2,500 allocated for PAGA penalties.

Defendant's records show that you were employed by Defendant as an hourly non-exempt employee in California from [start date] to [end date] between November 22, 2019 through the date of Preliminary Approval and worked_###_ workweeks. (You may have worked for Defendant prior to November 22, 2019, but that time period is not included for purposes of this settlement.) If the settlement is approved, based on those records, your estimated payment is \$[XXX.XX], less applicable taxes and payroll deductions. This amount is only an estimate. The actual amount of the Individual Settlement Payment may increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.

*If you disagree with the employment dates listed above for employment during the periods between November 22, 2019 through the date of Preliminary Approval, please contact the Settlement Administrator no later than TBD. You will be asked to provide documents to support your dispute. **If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.***

Contact information for the Settlement Administrator is provided below.

Rodriguez v. WNU LLC DBA PAPA JOHNS
c/o CLAIMS ADMINSTRATOR
Mailing Address
Telephone numbers

All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of the \$2,500 allocated for PAGA penalties shall be allocated as penalties and shall not be subject to payroll withholding; 1/3% of each Individual Settlement Payment will be allocated for the settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes, including FICA taxes, among other legally required withholdings and deductions; and 2/3% of each Individual Settlement Payment will be allocated for the settlement of interest and penalties and shall not be subject to payroll withholding.

The Settlement Administrator shall issue to each Settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The

Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class Member and PAGA Group Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All Settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

To receive a settlement payment, you do not need to do anything. If the Court approves this settlement at the final approval hearing, the Settlement Administrator will mail you a check within approximately sixty days from the date the Court grants final approval, unless an appeal is filed. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the Settlement Agreement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator at the following address or fax number:

Rodriguez v. WNU LLC DBA PAPA JOHNS
c/o CLAIMS ADMINSTRATOR
Mailing Address
Telephone numbers

To be valid, a written request for exclusion must: (1) explicitly and unambiguously state "I wish to exclude myself from the settlement reached in the matter of Rodriguez v. WNU LLC DBA PAPA JOHNS, LASC Case No. 23STCV28934, I understand by excluding myself, I will not receive any money from the settlement reached in this matter;" (2) contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked or fax stamped by TBD and returned to and received by the Settlement Administrator at the specified address or fax telephone number above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement, and you cannot object to the settlement. Class Counsel will not represent your interests in this Lawsuit if you request to be excluded. If you are a PAGA Group Member, however, you will not be permitted to exclude yourself from the settlement of the PAGA claim. If you are a PAGA Group Member, you will still receive a

pro-rata share of the \$2,500 allocated to the PAGA Group Members and be bound by the release of the Released PAGA Claims.

WHAT IF I DO NOTHING?

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the Settlement Agreement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you are a Settlement Class Member who has not asked to be excluded from the settlement, you may object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least ____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in _____ 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 at _____ or the Court's website _____. You can appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on TBD, 2025, at TBD a.m., in Department "10" at the Los Angeles Superior Court- Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012.

A Settlement Class Member who wishes to object can mail to the Settlement Administrator (at the address above) or fax a written statement of objection ("Notice of Objection"), postmarked or faxed by no later than TBD. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a list of all persons who will be called to testify in support of the objection. You are not required to appear at the Final Approval/Settlement Fairness Hearing in order for the Court to consider your objection. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. If you choose to appear at the Final Approval Hearing, you can appear remotely by visiting the Court's website at <https://www.lacourt.org/lacc/> for instructions on how to schedule your remote appearance. Submitting an objection will not exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Settlement Class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any Settlement Payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a Released Claim originating between November 22, 2019 through the date of Preliminary Approval, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Settlement Class Members are represented by:

Eli M. Kantor, Esq.
9595 Wilshire Blvd., Ste. #405
Beverly Hills, CA 90212
Telephone (310) 274-8216

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the settlement fund.

WHAT IF MY INFORMATION CHANGES?

If your address has changed or you plan to change your address in the near future, please contact the Settlement Administrator

Rodriguez v. WNU LLC DBA PAPA JOHNS
c/o CLAIMS ADMINSTRATOR
Mailing Address
Telephone numbers

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO THE CALIFORNIA STATE CONTROLLER UNCLAIMED PROPERTY.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Joint Stipulation for Class Action Settlement, the Court's Preliminary Approval Order, Motion for Final Approval, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Civil Clerk's Office at the Los Angeles Superior Court - Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012 or by visiting www.lacourt.org and clicking on the "online services" tab and selecting "Case Document Images" to set-up an account to purchase the Court documents regarding this action that are available on-line.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at []. Please refer to the Rodriguez v. WNU LLC DBA PAPA JOHNS Class Action Settlement.

If you have any questions about the settlement, you can contact Class Counsel or the Settlement Administrator:

Class Counsel:

Eli M. Kantor, Esq.

[Email Address]

9595 Wilshire Blvd., Ste. #405

Beverly Hills, CA 90212

Telephone (310) 274-8216

Settlement Administrator:

ILYM

[Address]

[Email Address]

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR
INFORMATION REGARDING THIS SETTLEMENT.**

**PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR
ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.**

EXHIBIT 2

ELI M. KANTOR

ATTORNEY AT LAW

9595 WILSHIRE BOULEVARD, SUITE 405
BEVERLY HILLS, CALIFORNIA 90212

(310) 274-8218

FAX (310) 273-8018

eh@elikantorlaw.com

ELI M. KANTOR
JONATHAN D. KANTOR

April 24, 2023

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Labor Workforce Development Agency
800 Capitol Mall
Suite 5000
Sacramento, CA 95814

**RE: SALVADOR RODRIGUEZ, GERMAN RODRIGUEZ/WNU LLC
DBA PAPA JOHNS, Paul Urbina, Brisia Ochoa, et al.**

Dear Sir or Madam:

Pursuant to Labor Code Sections 2998, *et seq.*, of the Private Attorneys General Act, Salvador Rodriguez and German Rodriguez (herein "Rodriguez et al.") provides notice on behalf of themselves and other current and former non-exempt California employees (herein "aggrieved employees") with employer, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa and any and all related entities or parties which are the alter egos of such employers (hereinafter "employers"), of violations of *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802, and Wage Order 5 Subsection 4c, 9a, and 15A and B, and any other applicable sections affording the types of penalties described.

As set forth below, Rodriguez et al. alleges that WNU LLC DBA PAPA JOHNS, Paul Urbina, Brisia Ochoa, and their agents, have violated the above sections of the Labor Code by failing to provide them and other aggrieved employees with accurate wage statements; failing to pay them minimum and overtime wages for all hours worked, by failing to provide them and other aggrieved employees with meal and rest periods, or pay them premium wages in lieu thereof, failing to keep records, and failing to reimburse them for business expenses, failing to timely pay them earned wages, failing to timely pay them earned wages upon termination, failing to provide them with a weekly maintenance allowance of one hour's pay in lieu of maintaining uniforms, failing to maintain a temperature at work that provides reasonable comfort consistent with industry wide standards for the nature of the process and work performed, and failing to provide them with "split-shift" premium pay.

Relevant Facts

Salvador Rodriguez was hired by WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa on May 3, 2022. He was terminated by the above mentioned employers on March 29, 2023.

German Rodriguez was hired by WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa in or about 2012. He was terminated by the above mentioned employers on March 29, 2023.

Therefore, as set forth below, Rodriguez et al. allege that WNU LLC DBA PAPA JOHNS, Paul Urbina, Brisia Ochoa and their agents, have violated the above sections of the Labor Code by failing to provide them and other aggrieved employees with accurate wage statements; failing to pay them minimum and overtime wages for all hours worked, by failing to provide them and other aggrieved employees with meal and rest periods, or pay them premium wages in lieu thereof, failing to keep records, and failing to reimburse them for business expenses, failing to timely pay them earned wages, failing to timely pay them earned wages upon termination, failing to provide them with a weekly maintenance allowance of one hour's pay in lieu of maintaining uniforms, failing to maintain a temperature at work that provides reasonable comfort consistent with industry wide standards for the nature of the process and work performed, and failing to provide them with "split-shift" premium pay.

The employers who are being sent copies of this letter may be contacted directly at:

WNU LLC DBA PAPA JOHNS
10040 Rosecrans Blvd.
Bellflower, CA 90712

Paul Urbina
10040 Rosecrans Blvd.
Bellflower, CA 90712

Brisia Ochoa
10040 Rosecrans Blvd.
Bellflower, CA 90712

BACKGROUND

Rodriguez et al. have been subject to one or more of the alleged violations during their employment within the one-year period before the mailing of this notice.

Rodriguez et al. are informed and believe that, at all relevant times, employers have been the agents, employees, representatives, servants, masters, employers, or alter egos of each other, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of these other employers.

Rodriguez et al. are informed and believe that, at all relevant times, each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all employers mentioned herein, each acting as agents and/or employees, and/or under the direction and control of each of the other employers, and that said acts and failures were within the course and scope of said agency, employment, and/or direction or control.

At all relevant times, Rodriguez et al. and aggrieved employees have been both "employees" within the meaning of Section 2(F) of the Wage Order and "aggrieved employees" within the meaning of *Labor Code* §2699(c). At all relevant times, Rodriguez et al. and aggrieved employees have been non-exempt employees of employers, and are entitled to the full protections of the *Labor Code* and the Wage Order.

At all relevant times, employers have failed to keep legally required records concerning Rodriguez et al. and aggrieved employees, including, but not limited to, accurate records of their hours worked.

Failures to Provide Accurate Wage Statements
(Labor Code § 226(a))

Labor Code § 226 (a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four

digits of his or her social security number or an employee identification number other than a social security may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

At all relevant times, Defendants failed to provide Rodriguez et al. and aggrieved employees with accurate itemized wage statements in writing as required under *Labor Code* 226(a). Specifically, the wage statements given to Rodriguez et al. and the aggrieved employees failed to accurately reflect:

1. Their applicable wage rates, and corresponding units worked at each applicable rate, by not paying them premium wages in lieu of meal and rest periods;
2. Their premium wage penalties;
3. Their applicable hours worked at corresponding each wage rate as a result of Defendants' not paying them legal overtime wages for all hours worked; and
4. The amounts of their gross and net wages earned as a result of these failures.

For employers' violations of *Labor Code* § 226(a), Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees in the amount of \$250 per employee per violation if a civil action results in an initial citation or its functional equivalent, and \$1,000 per employee per violation if a civil action results in a subsequent citation or its functional equivalent (penalties established by *Labor Code* § 226.3).

Failures to Provide Meal and Rest Periods
(*Labor Code* §§226.7, 512 and 1198)

Labor Code §512(a) states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by

mutual consent of both the employer and employee. An employer may not employ an employee for a period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, *Labor Code* §1198 states:

The employment of any employee... under conditions of labor prohibited by the order is unlawful.

In relevant part, Section 11 of Wage Order 5 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

At all relevant times, employers have violated, and/or caused to be violated, the above referenced provisions of the *Labor Code* and the Wage Order by:

1. Failing to maintain practices that ensure that legally mandated meal periods are provided to Rodriguez et al. and aggrieved employees, and that rest periods are affirmatively authorized and permitted for Rodriguez et al. and aggrieved employees. Specifically, Rodriguez et al. and aggrieved employees were required to remain under the Employers' control and work through their rest periods, which they were continuously denied. Rodriguez et al. and aggrieved employees were

required to work through their meal periods which they were consistently denied. On shifts over ten hours, second meal periods were not provided:

2. Inducing employees to work "off-the-clock" during their meal periods;
3. Not allowing employees to take their meal period until after the 5th hour of their shift;
4. Interrupting employees during their meal and rest periods and requiring them to return to work before the end of their break;
5. Employers failed to pay Rodriguez et al. and aggrieved employees "premium pay," i.e. one hour of wages at each Employee's effective regular rate of pay, for each meal period that the Employers failed to provide. Employers failed to pay Rodriguez et al. and aggrieved employees "premium pay," i.e. one hour of wages for each day on which requisite rest breaks were not provided;
6. Employing Rodriguez et al. and aggrieved employees, or causing them to be employed, under conditions that violate the *Labor Code* and the Wage Order; and
7. Underpaying Rodriguez et al. and aggrieved employees, or causing them to be underpaid, in violation of the *Labor Code* and the Wage Order.

For employers' violations of the above referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them on behalf of themselves and aggrieved employees as follows:

1. **Against any and all employers, including, but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all initial violations of *Labor Code* §512, \$50.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages and, for all subsequent violations, \$100.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages (penalty amounts established by *Labor Code* §558);
2. **Against any and all employers, including, but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all violations of *Labor Code* §§226.7 and 1198, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));

3. **Against WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:, in addition to any such penalties afforded above:** For violations of *Labor Code* §§226.7 and 1198, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Failure to Pay Minimum and Overtime Wages
(Labor Code §§ 510, 1194, 1197 and 1198)

Labor Code §1194(a) states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Section 4 of Wage Order 5 states:

- (A) Every employer shall pay to each employee wages not less than Twelve dollars (\$12.00) per hour for all hours worked, effective January 1, 2019 and not less than thirteen dollars (\$13.00) per hour for all hours worked effective January 1, 2020 and not less than fourteen dollars (\$14.00) per hour for all hours worked effective January 1, 2021, and not less than fifteen dollars (\$15.00) per hour for all hours worked, effective January 1, 2022 and not less than fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective January 1, 2023.
- (B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

In relevant part, Section 3 of Wage Order 5 states:

- (A) Daily Overtime – General Provisions
 - (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not

required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday, or more than 40 hours in any workweek, unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In conjunction, these provisions of the *Labor Code* and the Wage Order require employers to pay their non-exempt employees no less than minimum at all relevant times, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa: and employers have violated, and/or caused to be violated, the above-referenced provisions of the *Labor Code* and the Wage Order by:

1. Specifically, Rodriguez et al. and aggrieved employees worked in excess of eight (8) hours a day, 40 hours in one workweek, and/or on a seventh consecutive workday. Rodriguez et al. and aggrieved employees regularly worked overtime. However, Rodriguez et al. and aggrieved employees were not paid overtime wages for hours worked in excess of 8 hours a day, 40 hours in one workweek, and/or on a seventh consecutive day.
2. Causing Rodriguez et al. and aggrieved employees to be paid less than legal minimum and overtime wage rates for all hours worked.

For employers' violations of the above-referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

1. **Against any and all employers, including, but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all initial violations of *Labor*

Code § 510, \$50.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages, and for all subsequent violations, \$100.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages (penalty amounts established by *Labor Code* § 558);

2. **Against any and all employers, including, but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For each initial violation of *Labor Code* § 1197 deemed to be intentionally committed, \$100.00 for each aggrieved employee per pay period for each violation, and, for all subsequent violations, \$250.00 for each aggrieved employee per pay period for each violation, regardless of whether the initial violation is deemed to be intentionally committed (penalty amounts established by *Labor Code* § 1197.1);

Untimely Wage Payments
(*Labor Code* §§ 201, 202, 203, 204 and 256)

In relevant part, *Labor Code* § 201(a) states:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, *Labor Code* § 203(a) states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

In relevant part, *Labor Code* § 204 states:

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, or any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees

of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13 (a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

For employers' violations of the above-referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

1. **Against any and all employers, including, but not limited to, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all initial violations of *Labor Code* § 201, 203, and 204, \$100 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* § 2699(f)(2)); and
2. **Against any and all employers, including, but not limited to, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §§ 201, 203, and 204, a civil penalty of \$500.00 (penalty established by *Labor Code* § 2699(f)(1)).

In relevant part, *Labor Code* § 210 states:

(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

At all relevant times, employers have violated, and/or caused to be violated, the above-referenced provisions of the *Labor Code* and the *Wage Order* by willfully not timely paying earned wages to Rodriguez et al. and aggrieved employees as a result of the conduct set forth above. Rodriguez et al. and the aggrieved employees did not receive all the wages that they earned and were owed to them.

For employer's violations of the above referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

1. **Against any and all employers, including, but not limited to, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all initial violations of *Labor Code* § 210, \$100 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* § 2699(f)(2)).

Failure to Keep Records in Accordance with Labor Code 1174, 1174.5
(Labor Code §§1174, 1174.5)

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Rodriguez et al. and aggrieved employees proper wages, overtime, premium pay, etc., all discussed herein, Employers failed to maintain proper employment records pursuant to section 1174.

For employers' violations of the above-referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

1. **Against any and all employers including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §§ 1174 a civil penalty of \$500.00 (penalty amount established by *Labor Code* §1174.5).
2. **Against any and all employers including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all initial violations of *Labor Code* §§ 1174 \$100.00 for each aggrieved employee per pay period for each violation, and for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amount established by *Labor Code* §2699(f)(2)).
3. **Against WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §§1174, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Employers' Failure to Indemnify
(Labor Code §§2802)

In relevant part, *Labor Code* 2802 (a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...

In the present case, Rodriguez et al. and aggrieved Employees incurred necessary expenditures in the performance of their job duties for Employers including, but not limited to, the cost of cell phone use, mileage reimbursement for deliveries and trips to other stores, and the cost of washing their uniforms. From four years prior to the original filing of this letter and continuing to the present, Employers consistently failed to reimburse Rodriguez et al. and aggrieved employees for these necessary incurred business expenses. For employer's violations of the above referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them on behalf of themselves and aggrieved employees as follows:

1. **Against any and all employers, including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all violations of *Labor Code* §2802, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));
2. **Against WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §2802, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Failure to Pay Split Shift Premium
(Labor Code § 1194)

Labor Code §1194(a) states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Section 4(c) of Wage Order 5 states:

When an employee works a split shift, one hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.

In conjunction, these provisions of the *Labor Code* and the Wage Order require employers to pay their non-exempt employees no less than one hour's pay at the minimum wage when they work a split shift. At all relevant times, WNI LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa: and employers have violated, and/or caused to be violated, the above referred provisions of the *Labor Code* and the Wage Order by:

1. Specifically, Rodriguez et al. and aggrieved employees would work a split shift where they would work in the morning, and then they would leave work, and later return and work a shift later in the day. However, Rodriguez et al. and aggrieved employees were not paid a split shift premium at one hour's pay at the minimum wage when they worked split shifts.

For employers' violations of the above-referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

1. **Against any and all employers, including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all violations of *Labor Code* §2802, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2)).

Failure to Maintain a Uniform
(Labor Code § 2802)

In relevant part, *Labor Code* 2802 (a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...

In relevant part, Wage Order 5 subsection 9A states:

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term "uniform" meaning apparel and accessories of distinction in the design or color.

If the employer does not choose to maintain employees uniforms itself where it is required to do so, the Division of Labor Standards Enforcement takes the position that the employer may pay each affected employee a weekly maintenance allowance of an hour's pay at the state minimum wage rate in lieu of maintaining the uniforms.

At all relevant times, Rodriguez et al. and aggrieved employees wore uniforms ie: shirts with the Papa John's logo on them; however, WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa never compensated these employees for maintaining their uniforms. For employers' violations of the above referred Labor Code sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees:

2. **Against any and all employers, including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all violations of *Labor Code* §2802, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));
3. **Against WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §2802, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Failure to provide Reasonable Temperature
(Labor Code § 1198)

In relevant part, *Labor Code* §1198 states:

The employment of any employee... under conditions of labor prohibited by the order is unlawful.

In relevant part, Section 15 of Wage Order 5 states:

- (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry wide standards for the nature of the process and the work performed.
- (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

At all relevant times, employers have violated, and/or caused to be violated, the above referenced provisions of the *Labor Code* and the Wage Order by:

- 1. Failing to maintain a temperature at work that provided reasonable comfort to Rodriguez et al. and aggrieved employees. Specifically, Rodriguez et al. and aggrieved employees were required to work in oppressive heat adjacent to the pizza oven when the Air Conditioning was not operating properly throughout their employment.

For employers' violations of the above-referenced *Labor Code* sections, Rodriguez et al. intend to seek civil penalties against them as follows on behalf of themselves and aggrieved employees as follows:

- 1. **Against any and all employers, including but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For all violations of *Labor Code* §1198, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));
- 2. **Against WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa:** For violations of *Labor Code* §1198, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

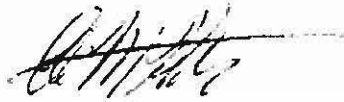
Conclusion

As indicated above, this letter constitutes the notice required under *Labor Code* § 2699.3. Insofar as it is directed toward employers, including, but not limited to WNU LLC DBA PAPA JOHNS, Paul Urbina, Brisia Ochoa, and any other applicable entities or parties, please be advised that Rodriguez et al. intend to seek attorneys' fees and costs, in addition to civil penalties, in a civil action should the LWDA decline to investigate this matter.

Labor Workforce Development Agency
April 24, 2023
Page 16

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Eli M. Kantor', with a horizontal line extending to the right.

ELI M. KANTOR

EMK:sn

cc: WNU LLC DBA PAPA JOHNS, Paul Urbina, and Brisia Ochoa

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

WNU LLC DBA PAPA JOHNS
10040 Rosecrans Blvd.
Bellflower, CA 90712



9590 9402 6817 1074 8546 83

2. Article Number (Transfer from service label)

7017 2400 0000 8297 3741

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☐ Agent☐ Addressee

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Postage

\$.60 x 4

Total Postage and Fees

\$ 8.50

Sent To

WNU LLC DBA PAPA JOHNS

Street and Apt. No., or PO Box No.

10040 Rosecrans Blvd.

City, State, ZIP+4®

Bellflower, CA 90712

PS Form 3800, April 2015 PSN 7530-02-000-9047

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HerePAPA JOHNS
PAGA

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1. Article Addressed to:

Brisia Ochoa
10640 Rosecrans Blvd.
Bellflower, CA 90712



9590 9402 6817 1074 8547 06

2. Article Number (Transfer from service label)

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3. Service Type

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- ☐ Insured Mail Restricted Delivery (over \$500)

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- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$.60 x 4

Total Postage and Fees

\$ 8.50

Sent To

Brisia Ochoa

Street and Apt. No., or PO Box No.

10640 Rosecrans Blvd.

City, State, ZIP+4®

Bellflower, CA 90712

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
HereBrisia Ochoa
PAPA JOHNS
PAGA

7017 2400 0000 8297 3765

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

WNU LLC DBA PAPA JOHN'S
Paul Urbina
10040 Rosecrans Blvd.
Bellflower, CA 90712



9590 9402 6817 1074 8546 52

2. Article Number (Transfer from service label)

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D. Is delivery address different from item 1? ☐ Yes
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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 6.70

Total Postage and Fees

\$ 10.05

Sent To

WNU LLC DBA PAPA JOHN'S - Paul Urbina
10040 Rosecrans Blvd.
Bellflower, CA 90706

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See Reverse for Instructions

Paul Urbina

Postmark
Here

4/28

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1. Article Addressed to:

Labor Workforce Development
Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814



9590 9402 6817 1074 8547 20

2. Article Number (Transfer from service label)

7017 2400 0000 8297 3406

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MAIL ROOM

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- ☐ Adult Signature Required \$
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Postage

\$ 4.60 x 4

Total Postage and Fees

\$ 18.50

Sent To

Labor Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Papa John's
PAGAPostmark
Here

4/24

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1. Article Addressed to:

WNU LLC DBA PAPA JOHN'S
Paul Urbina
10040 Rosecrans Blvd
Bellflower, CA 90706



9590 9402 6817 1074 8546 69

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☐ Agent

B. R.

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Postage

\$ 1.60

Total Postage and Fees

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Paul Urbina

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10040 Rosecrans Blvd.

City, State, ZIP+4®

Bellflower, CA 90712

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AUG 4

Paul Urbina,
Papa Johns

7017 2400 0000 8297 3758

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paul Urbina
10040 Rosecrans Blvd.
Bellflower, CA 90712



9590 9402 6817 1074 8546 90

2. Article Number (Transfer from service label)

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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 3

EXHIBIT 4

Leonora M. Schloss (SBN 145142)
Karen Luh (SBN 243256)
Sara Khorasani (SBN 330186)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
leonora.schloss@jacksonlewis.com
karen.luh@jacksonlewis.com
sara.khorasani@jacksonlewis.com

Attorneys for Defendants
WNU LLC DBA PAPA JOHNS, PAUL URBINA AND BRISIA OCHOA

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT, SPRING STREET COURTHOUSE

SALVADOR RODRIGUEZ, GERMAN
RODRIGUEZ on behalf of Themselves and All
Other Current and Former Employees Similarly
Situating,

Plaintiffs,

vs.

WNU LLC DBA PAPA JOHNS, a Washington
Limited Liability Company, PAUL URBINA,
BRISIA OCHOA, Individuals, and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 23STCV28934

*(Assigned for all purposes to the
Hon. William F. Highberger, Dept. 10)*

**DECLARATION OF PAUL URBINA RE:
CLASS MEMBERS AND QUALIFYING
WORKWEEKS**

I, Paul Urbina, hereby declare as follows:

1. My name is Paul Urbina. Unless stated otherwise, I have personal knowledge of the matters stated herein, and if called as a witness, I could and would testify competently thereto.

2. I am currently an operating partner with WNU LLC. I have been in this position since July 2018.

3. In my capacity as an operating partner, I have access to WNU LLC's employee payroll records, reports and data. In connection with this litigation, I have instructed members of my staff to collect the best information available to WNU LLC regarding payroll for the time period relevant to the underlying lawsuit, which is November 22, 2019 to March 18, 2025 ("Class Period"). My understanding is that the class members for this action are comprised of those non-exempt employees during the Class Period who did not sign an arbitration agreement ("Class Members"). The number of Class Members during the Class Period is **531**.

4. Based on a review of the payroll data collected, the total number of workweeks worked by all individuals who work or previously worked for WNU LLC in California who were classified as non-exempt during the Class Period and who did not sign arbitration agreements, rounded to the nearest workweeks, is **18,489**.

5. My understanding is that the time period for the PAGA claims in the underlying lawsuit is between April 24, 2022 and March 18, 2025 (“PAGA Class Period”) Non-exempt employees who worked within the PAGA Class Period are the PAGA Class Members (“PAGA Class Members”). The number of PAGA Class Members is **548**.

6. Based on a review of the payroll data collected, the total number of bi-weekly pay periods for the PAGA Class Period is **11,977**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th Day of May, in Honolulu, Hawaii.

46

Paul Urbina

EXHIBIT 5

Leonora M. Schloss (SBN 145142)
Karen Luh (SBN 243256)
Sara Khorasani (SBN 330186)
JACKSON LEWIS P.C.
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Attorneys for Defendants
WNU LLC DBA PAPA JOHNS, PAUL URBINA AND BRISIA OCHOA

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Attorneys for Plaintiffs
SALVADOR RODRIGUEZ and GERMAN RODRIGUEZ

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT, SPRING STREET COURTHOUSE

SALVADOR RODRIGUEZ, GERMAN
RODRIGUEZ on behalf of Themselves and All
Other Current and Former Employees Similarly
Situating,

Plaintiffs,

vs.

WNU LLC DBA PAPA JOHNS, a Washington
Limited Liability Company, PAUL URBINA,
BRISIA OCHOA, Individuals, and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 23STCV28934

*(Assigned for all purposes to the
Hon. William F. Highberger, Dept. 10)*

**DECLARATION OF LISA MULLINS
OF ILYM GROUP, INC.**

Date: April 30, 2025
Time: 9:00 A.M.
Dept.: 10

Complaint Filed: November 22, 2023
Trial Date: None set

DECLARATION OF LISA MULLINS

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1. I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Rodriguez v. WNU LLC DBA Papa Johns* matter.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members’ names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

1 6. As part of the preparation for mailing the class notice, ILYM Group will process class
2 members' names and addresses against the National Change of Address ("NCOA") database, maintained by
3 the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing addresses
4 of the class members before mailing of the class notice and opt-in form. To the extent an updated address is
5 found in the NCOA database, ILYM Group will use the updated address for mailing the class notice. If ILYM
6 Group does not locate an updated address in the NCOA database, it will use the original address provided by
7 Defendant for mailing the class notice.

8 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group
9 will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will
10 promptly re-mail the class notice.

11 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific date
12 for the deadline so that all class members will be apprised of exactly when all applicable forms will be due,
13 depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection.
14 At the expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
15 individuals who filed a timely opt-out, dispute or objection.

16 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the case
17 EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks
18 including but not limited to overview and reconciliation of account; (c) calculating the individual settlement
19 amounts; (d) preparing, administering and distributing settlement award checks to the Participating Class
20 Members, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable
21 state and federal taxes; and (f) performing other such duties as the Parties and/or the Courts direct. The above
22 services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy
23 of ILYM Group's quote for this matter.

24 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
25 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
26 with the administration of this settlement are: **\$9,950.00**.

27 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the State of
2 California that the foregoing is true and correct. Executed this 5th day of May 2025, at Tustin, California.

3
4 
Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Salvador Rodriguez v. WNU LLC DBA Papa Johns
Monday, April 7, 2025

Requesting Attorney:
Jonathan Kantor
Law Offices of Eli M. Kantor
jonathan@elikantorlaw.com
310.274.8216

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	512
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

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

Case Startup:	\$650.00
Project Management:	\$3,250.00
Notification & Mailing:	\$1,463.40
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,571.60
Case Conclusion:	\$1,015.00

Estimated ILYM Fees & Expenses: \$9,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Salvador Rodriguez v. WNU LLC DBA Papa Johns

Monday, April 7, 2025

Requesting Attorney's Name: Jonathan Kantor

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**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 \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$200.00	1	\$200.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,250.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	512	\$768.00
USPS First Class Postage	Per Piece	\$0.75	512	\$384.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	77	\$153.60
Storage, Photocopies, Deliveries	Flat Fee	\$157.80	1	\$157.80

Subtotal \$1,463.40

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Salvador Rodriguez v. WNU LLC DBA Papa Johns

Monday, April 7, 2025

Requesting Attorney's Name: Jonathan Kantor

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	512	\$512.00
USPS First Class Postage	Per Piece	\$0.65	512	\$332.80
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	51	\$76.80
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,571.60

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: \$9,950.00

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 permissible 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.