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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 FINAL
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: February 24, 2026
Hearing Time: 11:00 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 Final
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
12 **Summary of the Proposed Settlement**

13 3. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and
14 PAGA Settlement Agreement ("Agreement") and Notice as Exhibit A to the Settlement
15 Agreement. Plaintiffs Salvador Rodriguez and German Rodriguez ("Plaintiffs") and
16 Defendants WNU LLC dba Papa Johns ("WNU LLC"), Paul Urbina, and Brisia Ochoa
17 ("Defendants") reached a full and final settlement of the above-captioned action, which is
18 embodied in the Agreement filed previously with the Court.

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

8
9 **Attorney's Fees of Class Counsel**

10 5. I have been a Labor and Employment lawyer for 50 years – since 1976, and
11 have handled numerous cases in all aspects of employment and labor law, representing both
12 employers and employees, plaintiffs and defendants, as well as the U.S. Government, in all
13 aspects of employment and labor law, including but not limited to, numerous individual
14 Federal and State wage and hour cases and countless State Labor Commissioner cases and
15 U.S. Department of Labor administrative audits, as well as wage and hour class actions.
16 Significantly, Judge Charles F. Palmer approved a wage and hour Class Action Settlement in
17 *Jonas Wilfred, et al. vs. Lube Pit Stop, Inc.*, L.A.S.C. Case No. BC377538, where I was the
18 Plaintiffs' Class Counsel. In addition, Judge William F. Highberger approved a wage and hour
19 Class Action Settlement in *Yaniv Grinberg, et al. v. Maria's Holding Corporation*, L.A.S.C.
20 Case No. BC445579, where I was Plaintiffs' Class Counsel. Lastly, Judge Stuart Rice
21 approved a wage and hour Class Action Settlement in *Patrick Shepherd v. Reliable Liquid*
22 *Transport, Inc. et al.* LASC Case No. 20STCV08434, where I was Plaintiffs' Class Counsel.

23 6. In addition to wage and hour matters, I have also handled National Labor
24 Relations Board proceedings, wrongful discharge litigation, Fair Employment and Housing
25 Act discrimination cases, and various other employment issues. I have tried more than ten
26 (10) cases to verdict and my litigation experience has included numerous arbitrations, two (2)
27

1 oral arguments before the Ninth Circuit Court of Appeals, and numerous writs to the
2 California Court of Appeals on employment related matters, one of which was recently
3 published, and is frequently cited, *Nickson v. Shemran, Inc.* (2023) 90 Cal.App.5th 121.

4
5 7. I have been practicing Labor and Employment Law for 50 years. Prior to
6 starting my own practice in 1981, I was a trial attorney at Region 21 of the National Labor
7 Relations Board from 1976 to 1980. I have lectured at U.C.L.A. Extension, at the U.C.L.A.
8 Institute of Industrial Relations, and at numerous continuing education programs, on
9 employment related topics. I taught Labor Law as an adjunct professor at the University of
10 LaVerne School of Law for several years. I have been interviewed and featured in articles on
11 employment related topics in the Daily Journal, L.A. Times, Business Week Online and
12 Variety.com. In 2007, I organized, moderated, and spoke at “California 2007 Recent Updates
13 on Employment Law,” a two-day seminar regarding all aspects of employment law, including
14 wage and hour issues. I have conducted several other seminars and have written numerous
15 articles on labor and employment law for the Daily Journal, and have achieved Martindale-
16 Hubbell's highest accolade: an AV rating, as well as a “Superb” 10.0 rating on Avvo.com,
17 and have been a “Super Lawyer” every year since 2013 to present. I am a member of the
18 Labor Law Sections of the California Bar, Los Angeles County Bar and Beverly Hills Bar
19 Association. In addition, I am also a member of the U.C.L.A. Institute of Industrial Relations.

20 8. Another attorney at the Law Offices of Eli Kantor who worked on this matter
21 was Jonathan Kantor, a 2016 graduate of U.C.L.A. School of Law who was admitted to the
22 bar in 2016 and has devoted the majority of his career to assisting plaintiffs in employment
23 law and wage and hour class action cases.

24 9. My normal hourly rate is \$750.00 an hour. This rate is supported by the Laffey
25 Matrix which states that a lawyer with over 20 years of experience is entitled to \$1,141.00 per
26 hour (See Exhibit 2 – Laffey Matrix). This rate is also supported by the Fitzpatrick Matrix

published by the U.S. Attorney's Office which states that a lawyer with over 35 years of experience is entitled to \$933.00 per hour. (See Exhibit 3 – The Fitzpatrick Matrix). I am also enclosing herein a Declaration of Jual Reyes, Esq. my colleague who also practices wage and hour class action law, stating why my hourly rate is standard in the employment law community for an attorney with my level of skill, knowledge and expertise. (See Exhibit 4 – Declaration of Jual Reyes)

10. To date, the lodestar of The Law Offices of Eli M. Kantor in this matter is approximately \$163,537.50 with a total of 289.75 hours expended by The Law Offices of Eli M. Kantor. This includes 110.5 hours billed by me at the rate of \$750.00 per hour; and 179.25 billed by Jonathan Kantor at the rate of \$450.00 per hour. Jonathan Kantor's rate of \$450.00 per hour is reasonable for an attorney with 10 years of experience. It is based on the Laffey Matrix which states that a lawyer with 8-10 years of experience is entitled to \$723.00 per hour (Exhibit 2 – Laffey Matrix). This rate is also supported by the Fitzpatrick Matrix which states that a lawyer with 10 years of experience is entitled to \$625.00 per hour (Exhibit 3). However, this firm will be restricting their fee requests to \$151,984.80 or 33.33% of the Maximum Settlement Amount, despite the substantial risk we bore in this case.

Pre Litigation

11. In this regard, I spent 12.5 hours investigating the claims, interviewing witnesses, researching the legal issues, drafting the PAGA Letter, and drafting the Complaint.

Litigation

12. I spent 11.5 hours researching issues regarding the arbitration agreement and the size of the class. I also talked to opposing counsel about various issues regarding how many class members signed arbitration agreements, whether or not drivers were outside of

1 the class or bound by the arbitration agreement, and how large the class was, picking a
2 mediator, and reserving a mediation date.

3
4 **Informal Discovery**

5 13. I spent 18 hours preparing joint status reports; attending joint status
6 conferences; preparing a wish list; engaging in informal discovery; reviewing the documents
7 and data provided by Defendants; communicating with the Defendants' attorneys about the
8 data they turned over; and researching potential experts.

9
10 **Mediation**

11 14. I spent 24.5 hours talking to my expert, Eric Lietzow; drafting the Mediation
12 brief; preparing for the mediation; and attending the all-day mediation.

13
14 **Post-Mediation Work**

15 15. I spent 44 hours drafting the Settlement Agreement and negotiating the
16 language with Defendants' counsel; drafting the Motion for Preliminary Approval of Class
17 Action Settlement; attending the hearing; working with the Class Administrator on various
18 issues such as the notice packet; the dates for mailing; reviewing the class data, redirecting
19 putative class members to the class administrator; and drafting the Motion for Final
20 Approval of the Class Action Settlement.

21
22 **JONATHAN KANTOR**

23
24 **Preliminary Investigation**

25 16. Jonathan Kantor spent 30 hours investigating the claims; interviewing
26 witnesses; researching the legal issues; drafting the PAGA letter; and drafting the
27 Complaint. (See Jonathan Kantor Decl. ¶7)

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21. The hours and corresponding rates for each attorney at the Law Offices of Eli M. Kantor, including a reduction of hours for business judgment reasons, are broken down as follows:

Name	Hours	Rate	Total
Eli Kantor	110.5	\$750.00	\$82,875
Jonathan Kantor	179.25	\$450.00	\$80,662.50

22. For business judgment reasons, I substantially reduced the number of hours spent by me in this matter. None of that time is included in the firm's lodestar. Additionally, and based on past experience, I know I personally will incur additional time in connection with this matter, including preparing for and appearing at the final approval hearing; post-final approval document review; potentially fielding questions from class members and, working with the settlement administrator.

Discovery and Investigation

23. Paragraphs 23 through 30 below describe the work done by attorneys at The Law Offices of Eli M. Kantor up to the present. First, prior to the filing of the Complaint, there was an initial investigation of the claims alleged; extensive legal research regarding Defendants' potential liability and defenses; and communications with the class representatives, German Rodriguez and Salvador Rodriguez, and other members of the putative class before filing the Complaint, including working with the class representatives to gather documents and the information, as well as interviewing other putative class members.

Procedural History of the Litigation

The PAGA Notice

24. On April 24, 2023, Plaintiffs Salvador Rodriguez and German Rodriguez filed with the LWDA and served on Defendants notices under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by Plaintiffs German Rodriguez and Salvador Rodriguez is attached hereto as Exhibit #5 for the Court's reference.

The Complaint

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

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

Informal Discovery

26. After the commencement of this Action, I investigated the claims alleged and conducted legal research regarding Defendants' potential liability and defenses. I researched

1 issues regarding whether or not the case could proceed as a class action or if it was subject
2 to arbitration. I researched whether or not a Papa Johns driver would be excluded from
3 arbitration regarding his job duties. I investigated the class size and whether or not each
4 class member from all the numerous stores could participate in the class action I talked to
5 Defendants' counsel about various issues such as: how many class members signed
6 arbitration agreements, whether or not the drivers were outside the class or bound by the
7 arbitration agreement, and how large the class was. I also engaged in communications with
8 Defendants' counsel regarding mediation, and which mediator would work best for the case.
9 Both parties then selected Brandon McKelvey, Esq. as our mediator.

10 27. Prior to attending the mediation, I engaged in informal discovery with
11 Defendants. Defendants provided me with a statistically reliable sampling of class data from
12 22% of the class, which included payroll and time punch data for the class's shifts;
13 Defendants' wage and hour policies; the employment files for Plaintiffs; and samples of
14 wage statements. I investigated this information and analyzed the applicable laws applied to
15 the facts discovered regarding the claims of Plaintiffs. I then provided this information to
16 my expert, Eric Lietzow, who prepared a detailed damage analysis based on the information
17 that Defendants had provided to me. I reviewed my expert's analysis and prepared a detailed
18 damage analysis in light of his report and my interviews with the class representative and the
19 class members.

20 **Settlement Negotiations and Results**

21 28. The Class Representatives and Defendants are collectively referred to herein as
22 the "Parties." On January 14, 2025, the parties participated in a full-day mediation with
23 Brandon McKelvey, a highly regarded mediator with extensive experience mediating wage
24 and hour class actions. Counsel for the respective parties presented their respective views of
25 the strengths and weaknesses of the claims and defenses. Following the mediation, each side,
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1 represented by its respective counsel, were able to agree to settle the Action based upon a
2 mediator's proposal for the gross sum of **\$456,000**, which was memorialized in a
3 memorandum of understanding. The Parties then negotiated the final terms of the settlement
4 as set forth in the Agreement. At all times, the negotiations were at arm's length and
5 contentious.

6
7 **Motion for Preliminary Approval**

8 29. On August 7, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class
9 Action Settlement.

10 30. On October 28, 2025, the Court entered Preliminary Approval of Class Action
11 Settlement ("Preliminary Approval Order"), preliminarily approving the terms of the
12 Settlement Agreement, the Class notice and settlement administration issues.

13 31. Thereafter, Plaintiff drafted the concurrently filed Motion for Final Approval;
14 and worked with the settlement administrator and opposing counsel on class notice and
15 settlement administration issues, and redirected class members to the settlement administrator
16 for their questions regarding the case.

17
18 **Costs**

19 32. The Law Offices of Eli Kantor undertook this case on a contingent fee basis,
20 with the understanding that it would not be compensated for our efforts unless the case was
21 successful. To date, The Law Offices of Eli Kantor has not been paid for any of its time spent
22 on this matter. The time spent on this matter by the firm's attorneys has required considerable
23 work that could have, and would have, been spent on other billable matters. As a result of
24 having accepted and been devoted to this case, it is my informed belief this law firm wound
25 up declining representation of clients in cases it otherwise would have accepted, and which in
26 my opinion would have compensated this firm at its hourly rates requested here.

33. The Law Offices of Eli Kantor is the only Class Counsel. It requests reimbursement of **\$23,781.46** for actual costs advanced and necessarily incurred in connection with the prosecution and settlement of the Action to date. All of these out of pocket costs were reasonably and necessarily incurred to pursue this Action and are detailed below:

Vendor	Amount
Greenfiling (filing fees)	\$1,595.61
Ace Attorney Service, Inc. (Service of Process and Court Filings)	\$844.16
Copying – 8,765 pages at 25 cents per page	\$2,191.27
Certified Mail	\$53.90
Regular US Postage	\$79.60
LWDA PAGA notification	\$75.00
Case Anywhere	\$1,248.36
Parking	\$80.00

LA Superior Court Website	\$7.60
Expert Witness (Eric Lietzow)	\$7,575.00
Mediation Fee (Brandon McKelvey)	\$10,000.00
TOTAL	\$23,781.46

Enhancement Fee for Class Representatives

34. As evidenced by his Declaration that he filed in connection with the Motion for Preliminary Approval of Class Settlement, the proposed class representative, Salvador Rodriguez, is typical of the settlement class. He was employed by Defendants during the Class Period and was subject to the same compensation and employment policies and practices. Moreover, Mr. Rodriguez' interests are essentially identical, if not exactly identical, to those of the Class and there is no conflict between Plaintiff or Class Counsel, on the one hand, and any other Class Member. Also, Mr. Rodriguez has participated in this case actively. He spent a substantial amount of time and effort in investigating the claims, gathering documents and other information, aiding in the preparation for Mediation, and making himself available to provide the attorneys further information during the entire day of the Mediation when requested. He was also prepared and willing to testify on behalf of the Class if necessary. He also demonstrated an understanding of the case, and his duties as a class representative to protect the absent class members. He was very helpful to the case, and very responsive to all of Class Counsel's requests. His thorough knowledge of Defendants' policies and procedures regarding meal and rest breaks, overtime and reimbursement; helped Class Counsel develop the case. Moreover, Mr. Rodriguez willingly

faced reputational risks as a result of bringing the Action in order to champion the rights of his fellow workers, as described in more detail in his previously filed declaration.

35. Likewise, as evidenced by his Declaration that he filed in connection with the Motion for Preliminary Approval of Class Settlement, the proposed class representative, German Rodriguez, is also typical of the settlement class. He was employed by Defendants during the Class Period and was subject to the same compensation and employment policies and practices. Moreover, Mr. Rodriguez' interests are essentially identical, if not exactly identical, to those of the Class and there is no conflict between Plaintiff or Class Counsel, on the one hand, and any other Class Member. Also, Mr. Rodriguez has participated in this case actively. He spent a substantial amount of time and effort in investigating the claims, gathering documents and other information, aiding in the preparation for Mediation, and making himself available to provide the attorneys further information during the entire day of Mediation, when requested. He was also prepared and willing to testify on behalf of the class if necessary. He also demonstrated an understanding of the case, and his duties as a class representative to protect the absent class members. He was very helpful to the case, and very responsive to all of Class Counsel's requests. His unique knowledge of the role of Defendants' drivers, the various stores, and his Spanish speaking abilities, helped Class Counsel develop the case. Moreover, Mr. Rodriguez willingly faced reputational risks as a result of bringing the Action in order to champion the rights of his fellow workers, as described in more detail in his previously filed declaration.

Cy Pres

36. The Parties proposed that any unclaimed settlement fund be distributed to a proposed *cy pres* recipient the Legal Aid Foundation of Los Angeles, a 501(c)(3) organization involved in achieving equal justice for people living in poverty across Greater Los Angeles. I believe such distribution is appropriate and fulfills the purpose of this wage and hour class action because the Legal Aid Foundation of Los Angeles is an organization

1 that substantially advocates on behalf of workers and consumers. I am not a member of the
2 Legal Aid Foundation of Los Angeles, neither I nor any other member of my firm are
3 members nor on the Board of Directors, nor involved in the governance of the organization.
4 Both Plaintiff's Counsel, Eli M. Kantor, and Defendants' Counsel, Karen Luh, have
5 provided sworn declarations in the prior Motion for Preliminary Approval of Class
6 Settlement, stating that they do not have any interest in the Legal Aid Foundation.

7 **DUNK/KULLAR ANALYSIS**

8 **A. The Settlement of \$456,000.00 is fair and reasonable in view of all of the**
9 **circumstances, including Defendants' numerous defenses**

10 **1. Plaintiff conducted an analysis of Defendants' payroll records in order to**
11 **determine Defendants' maximum potential exposure**

12 37. In terms of valuation of the case, an analysis to satisfy *Kullar v. Foot Locker*
13 was already described in the Motion for Preliminary Approval. The exposure analysis and
14 calculation are now repeated below in paragraphs 38 to 40.

15 38.. The calculations to compensate for the amount due to the Class at the time of
16 the mediation were calculated by Eric Lietzow, Plaintiffs' Damages Expert. Defendants
17 provided Plaintiffs with a "wish list" of samples of time and payroll data of 22% of the class
18 employees which represented the employees who had not signed arbitration agreements. All
19 of the employees who had signed arbitration agreements were *excluded* from the settlement
20 and are excluded from the class action claims; however, they are still part of the PAGA class.
21 Plaintiffs were making their calculations based upon the following data: the class period being
22 from November 22, 2019 to March 18, 2025. The number of class members being
23 approximately 511. The number of work weeks being around 18,330. The number of shifts
24 being around 77,617 shifts. The number of PAGA Class Members being around 425. The
25 number of pay periods for the PAGA Class period being around 10,597. The number of wage
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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 Also see footnote.²

3 39. 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 rates for each year. As a result, the total damage valuation
17 was calculated that the Defendant was subject to a maximum damage claim in the amount of
18 \$2,543,624.47.

19
20 40. 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 ¹ The Parties inserted an escalator clause in the settlement agreement in case the number of class members, PAGA class
23 members, and/or pay periods increased after the execution of the agreement. (Settlement Agreement at page 37 ¶ I).
24 According to the Declaration of Paul Urbina, which was previously filed in connection with the Motion for Preliminary
Approval, 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.

25 ² According to the Declaration of Due Diligence from Nathalie Beltran, the class administrator which is filed
26 concurrently herewith, the numbers are as follows: The number of class members is 511; the number of work weeks for
all employees who did not sign arbitration agreements is 18,186, the number of PAGA class members is 540; and the
27 number of pay periods for the PAGA Class Period is 12,079. Out of the 511 Class Members, 290 individuals are both
class members and aggrieved employees. (Declaration of Nathalie Beltran ¶5).

1 \$145,060.94. Total maximum damages with penalties calculated at \$4,358,701.41. Because
2 the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs
3 have not included the PAGA claim in this discussion of the value of the class claims. The
4 PAGA claim is addressed in the Kantor Decl. ¶ 41 below. Defendants vigorously disputed
5 Plaintiffs' calculations and their exposure. While Plaintiffs alleged claims for statutory
6 penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized
7 that these claims were subject to additional, separate defenses asserted by Defendants,
8 including, a good faith dispute defense as to whether any premium wages for meal or rest
9 periods or other wages were owed given Defendants' position that Plaintiffs and Class
10 Members were properly compensated. *See Nordstrom Commission Cases*, (2010) 186 Cal.
11 App. 4th 576, 584 ("There is no willful failure to pay wages if the employer and employee
12 have a good faith dispute as to whether and when the wages were due.")

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

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

22 **41. The PAGA Claim –**

23
24 **a. Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d
25 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA
26 first states that "when viewing the monetary relief allocated to PAGA claims under a
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1 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through
2 the same lens as the relief obtained by absent class members on other claims (i.e., the
3 percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the
4 percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also
5 indicated that the payment of money to the aggrieved employees furthers the purposes of
6 PAGA and that the Court considers that the primary consideration. "The LWDA recognizes
7 that this Court does not review the PAGA allocation in isolation, but rather reviews the
8 settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate,
9 with primary consideration for the interests of absent class members." (LWDA Response at
10 p.4).

11
12 **b. Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the
13 alleged PAGA claim as to Aggrieved Employees for civil penalties to be \$6,037,150 for a
14 single violation in every one of the 10,597 pay periods at issue in the PAGA Period (based on
15 the pay periods that were disclosed prior to the Mediation). This valuation assumed that
16 PAGA civil penalties would be awarded at the maximum rate per pay period, but with
17 stacking. Stacking is where more than one civil penalty is imposed in a pay period for the
18 same conduct. Plaintiffs, however, are not aware of any PAGA award which permitted
19 stacking and in the cases cited herein only one penalty per pay period was assessed. The
20 PAGA allocation in the Settlement is the amount of \$10,000. This allocation is justified by
21 several important considerations. First, the PAGA claim was subject to the same risks as the
22 underlying class claims. Second, Defendants could assert additional defenses to the PAGA
23 claim, not only as to liability but also as to the amount of the penalties and as to manageability.
24 Defendants could also argue that no penalties prior to the PAGA notification should be
25 awarded, and I am aware of one Court which has so ruled. These additional defenses present
26 a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may
27 not be awarded. Third, in *Carrington v. Starbucks Corp.*, (2018) 30 Cal. App. 5th 504, the

1 court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation.
2 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs'
3 calculation even where Plaintiffs prevailed on the PAGA claim. Even if we assume that
4 violations for all 10,597 pay periods were established, using the valuation from *Carrington*
5 results in a potential recovery of only \$52,985 under PAGA. This means that the PAGA
6 allocation in the Agreement is a reasonable percentage of this potential PAGA recovery.
7 Fourth, the interests of PAGA are reasoning of the LWDA in *O'Connor v. Uber*.

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

1 **Risks of Continued Litigation and Standards for Approval**

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

10
11 43. Here, a number of potential defenses Defendants assert could present serious
12 threats to the claims of the Plaintiffs and the other Class Members. Defendants could assert
13 that Defendants' practices complied with all applicable Labor laws. Defendants could argue
14 that Class Members were paid for all time worked, that all work time was properly recorded.
15 Defendants could contend that its meal and rest period policies fully complied with California
16 law and Defendants did not fail to provide the opportunity for legally required meal and rest
17 breaks. Defendants could argue that its payment of significant meal period premiums is
18 evidence of its lawful practices. Defendants could argue that based on the sampling of data in
19 Mediation, wherein there was only a 34.2% rate of shifts with meal break violations, Plaintiffs
20 would face a difficult challenge trying to certify a meal break class. Defendants could contend
21 that there was no failure to pay for business expenses and any cell phone usage was merely
22 convenient and voluntary such that reimbursement was not legally required. Defendants could
23 also argue that any mileage reimbursement was all voluntary and that there were only a few
24 unique instances wherein any reimbursement was required. Finally, Defendants could argue
25 that our Supreme Court decision in *Brinker v. Superior Court*, (2012)53 Cal. 4th 1004,
26 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest

1 period claims. Defendants could also argue that based on its facially lawful practices,
2 Defendants acted in good faith and without willfulness, which if accepted would negate the
3 claims for waiting time penalties and/or inaccurate wage statements. If successful,
4 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
5 Plaintiffs believe that these defenses could be overcome, Defendants could maintain that these
6 defenses have merit and therefore present a serious risk to recovery by the Class.

7
8 44. I am also aware that Defendant WNU LLC has financial distress. I believe the
9 payment plan as opposed to a lump sum payment as stated in the Agreement on page 12-13
10 ¶2 is justified. I conducted my due diligence by reviewing Defendant's Corporate Financials
11 and its tax returns and verified WNU LLC's financial distress. During the mediation, the
12 negotiation was hard fought and intense. Defendants continued to stress throughout the day
13 of the Mediation, that financial distress is a major factor as to why Plaintiffs should accept a
14 \$25 per work week settlement with a payment plan. The only way that Plaintiffs could achieve
15 a \$25 per work week settlement was if Plaintiffs agreed to a payment plan. Based on
16 Defendants' representations during mediation, the Mediator's representation, and Plaintiffs'
17 independent review of the financial records, I believe that the payment plan is justified.

18 45. There was also a significant risk that, if the Action was not settled, Plaintiffs
19 would be unable to obtain a certified class and maintain the certified class through trial, and
20 thereby not recover on behalf of any employees other than themselves. At the time of the
21 mediation, Defendants forcefully opposed the propriety of class certification, arguing that
22 individual issues precluded class certification. Further, as demonstrated by the California
23 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, (2014) 59 Cal. 4th 1, there are
24 significant hurdles to overcome for a class-wide recovery, even where the class has been
25 certified. While other cases have approved class certification in wage and hour claims, class
26

1 certification in this Action was hotly disputed and the maintenance of a certified class through
2 trial was by no means a foregone conclusion.

3 46. I believe that the settlement is fair, adequate and reasonable given the
4 investigation and discovery that has occurred in this case; the risk inherent in this litigation;
5 the recent change in the PAGA law; the likely duration of further litigation and any appeals
6 which may take months or even years; defenses asserted by the Defendants; the benefit to
7 Class Members who do not opt-out; and the opportunity that Class members who don't want
8 to file claims have to exclude themselves from the Class and pursue their own action.

9
10 **Service on the LWDA:**

11 47. I have served the LWDA with this Motion for Final Approval and supporting
12 Declarations. I am enclosing proof of submission as Exhibit 6.

13
14 I declare under the penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16
17 Dated: January 28, 2026



ELI M. KANTOR
Attorney for Plaintiffs SALVADOR
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.

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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:

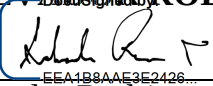
EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Signatures on Next Page

Dated: 4/17/2025

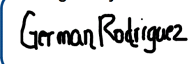
SALVADOR RODRIGUEZ

Signed by:

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Salvador Rodriguez

Dated: 4/18/2025

GERMAN RODRIGUEZ

Signed by:

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By: _____
German Rodriguez

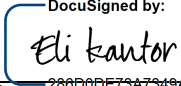
Dated: _____

WNU LLC

Paul Urbina

Dated: 4/23/2025 _____

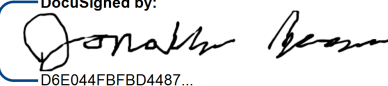
LAW OFFICE OF ELI M. KANTOR

By: 

Eli M. Kantor
Jonathan Kantor
Attorneys for Plaintiff

4/23/2025

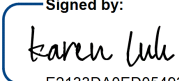
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JACKSON LEWIS P.C.

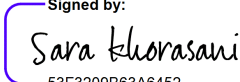
By: _____
Leonora M. Schloss
Karen Luh
Sara Khorasani
Attorneys for Defendants

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 ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

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 March 18, 2025.

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.

Defendant's records show that you were employed by Defendant as an hourly non-exempt employee in California from November 22, 2019 through March 18, 2025 and worked «Class_Work_Weeks» 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 \$«Class_Estimated_Settlement_Amount», 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.

PAGA PAYMENT

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

*If you disagree with the workweeks listed above for employment during the periods between November 22, 2019 through March 18, 2025, please contact the Settlement Administrator no later than January 26, 2026. 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 ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810

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; 20% 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 80% 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.

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE LOS ÁNGELES

Salvador Rodríguez y los demás vs. WNU LLC haciendo negocios como Papa Johns
Caso no. 23STCV28934 del Tribunal Superior de Los Ángeles

AVISO DE PAGO ESTIMADO DE LIQUIDACIÓN INDIVIDUAL

¿CUÁNTO SERÁ EL IMPORTE DE MI PAGO?

Su parte del acuerdo dependerá de (i) el número final de Miembros de la Demanda que no se hayan excluido del Acuerdo; y (ii) la cantidad de semanas de trabajo que usted estuvo empleado/a durante el Período de la Demanda y el Período PAGA.

Las "Semanas de Trabajo" se determinan calculando la cantidad de días que usted fue empleado por hora no exento de los Demandados en California entre el 22 de noviembre de 2019 y el 18 de marzo de 2025.

El Administrador del Acuerdo calculará el total de Semanas de Trabajo de todos los Miembros de la Demanda. El Monto Neto del Acuerdo (sin incluir los \$2.500 asignados a los Miembros de PAGA) se dividirá entre el número total de Semanas de Trabajo laboradas por todos los Miembros de la Demanda durante el Período de la Demanda, y luego se multiplicará este monto por el número total de Semanas de Trabajo de cada Miembro de la Demanda para obtener la parte individual del Monto Neto del Acuerdo que le corresponde a cada empleado.

Los registros del Demandado muestran que usted trabajó para éste como empleado por hora no exento en California desde el 22 de noviembre de 2019 y el 18 de marzo de 2025, y trabajó «Class_Work_Weeks» Semanas de Trabajo. (Es posible que haya trabajado para el Demandado antes del 22 de noviembre de 2019, pero ese período no se incluye a efectos de este acuerdo). Si se aprueba el acuerdo, con base en dichos registros, su pago estimado será de \$«Class_Estimated_Settlement_Amount», menos los impuestos y deducciones de nómina aplicables. Este monto es solo una estimación. El monto real del Pago Individual del Acuerdo puede aumentar o disminuir en función de varios factores, incluido el número de empleados que se excluyan del acuerdo.

PAGO de PAGA

Además, el Administrador del Acuerdo calculará el total de periodos de pago de Trabajo de todos los Miembros de PAGA durante el Período PAGA. Los \$2.500 asignados para multas PAGA a los Miembros de PAGA se dividen entre el número total de Periodos de Pago de Trabajo laboradas por todos los Miembros de PAGA durante el Período PAGA, y esta cantidad se multiplica por el número total de Periodos de Pago de Trabajo de cada Miembro de PAGA para obtener la parte individual de cada empleado de los \$2.500 asignados para multas PAGA.

*Si no está de acuerdo con las semanas indicadas anteriormente para el período comprendido entre el 22 de noviembre de 2019 y el 18 de marzo de 2025, comuníquese con el Administrador del Acuerdo a más tardar el 26 de enero de 2026. Se le solicitará que presente documentos que respalden su impugnación. **Si no proporciona ningún documento ni otra prueba que respalde su impugnación, el Administrador del Acuerdo podría rechazarla.***

Se proporciona la información de contacto del Administrador del Acuerdo a continuación.

Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810

Todos los Pagos Individuales del Acuerdo se asignarán de la siguiente manera: el 100% de la parte prorrateada de los \$2.500 asignados a cada Miembro PAGA para las sanciones de PAGA se asignarán como sanciones y no estarán sujetos a retención de nómina; el 20% de cada Pago de Individual del Acuerdo se asignará para la liquidación de los salarios no pagados alegados y estará sujeto a la retención de impuestos federales, estatales y locales sobre la renta, incluidos los impuestos FICA, entre otras retenciones y deducciones legalmente requeridas; y el 80% de cada Pago Individual del Acuerdo se asignará para la liquidación de intereses y sanciones y no estará sujeto a retención de nómina.

El Administrador del Acuerdo emitirá a cada Miembro de la Demanda un Formulario W-2 del IRS por la parte del Pago Individual del Acuerdo designada como salarios no pagados. El Administrador del Acuerdo emitirá un Formulario 1099 del IRS a cada Miembro de la Demanda y a los Miembros de PAGA por la parte restante del Pago Individual del Acuerdo que no esté designada como salarios no pagados y otras cantidades pagadas en virtud de este acuerdo. Todos los Miembros de la Demanda serán responsables de declarar correctamente estos ingresos a efectos fiscales y de pagar los impuestos correspondientes por las cantidades recibidas.

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 MARCH 18, 2025, 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 October 28, 2025 (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 October 28, 2025. 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 March 18, 2025, 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 end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. 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 March 18, 2025. 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 March 18, 2025 ("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 \$15,000.00; and (e) attorneys' fees and costs awarded by the Court to Class Counsel (the "Class Counsel Award"), not to exceed \$151,984.80 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 March 18, 2025 ("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 March 18, 2025.

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 pay periods 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 pay periods worked by all PAGA Group Members during the PAGA Period, and then this amount is multiplied by each PAGA Group Members' total number of pay periods 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 between November 22, 2019 through March 18, 2025 and worked «**Class_Work_Weeks**» 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 \$«**Class_Estimated_Settlement_Amount**», 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 weeks listed above for employment during the periods between November 22, 2019 through the date of March 18, 2025, please contact the Settlement Administrator no later than January 26, 2026. 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 ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810
Email: claims@ilymgroup.com
Fax: 888-845-6185

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; 20% 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 80% 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 HAPPENS IF I DO NOT CASH THE CHECK I RECEIVED IN TIME

If you 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. The Claims Administrator will take additional reasonable steps, including a skip-trace or other search using your name, address, and social security number or Federal Tax identification number, to locate you 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 of Los Angeles. In such event, you will nevertheless remain bound by the Settlement Agreement, including the release of the Released Claims.

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 ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810
Email: claims@ilymgroup.com
Fax: 888-845-6185

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 January 26, 2026 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 16 Court 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 page 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at www.ilymgroup.com or the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>. 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 February 24, 2026, at 11:00 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 January 26, 2026. 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 March 18, 2025 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 ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810
Email: claims@ilymgroup.com
Fax: 888-845-6185

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 LEGAL AID OF LOS ANGELES.

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 online.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at (888) 250-6810. 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.
eli@elikantorlaw.com
9595 Wilshire Blvd., Ste. #405
Beverly Hills, CA 90212
Telephone (310) 274-8216

Settlement Administrator:

ILYM Group, Inc.

Address: P.O. Box 2031

Tustin, California, 92781

Telephone: (888) 250-6810

Email: claims@ilymgroup.com

Fax: (888) 845-6185

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.

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE LOS ÁNGELES

Salvador Rodríguez y los demás vs. WNU LLC haciendo negocios como Papa Johns
Caso no. 23STCV28934 del Tribunal Superior de Los Ángeles

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Un Tribunal aprobó este Aviso. Éste no es una solicitud de un abogado.

Para: TODOS LOS EMPLEADOS ACTUALES Y ANTERIORES NO EXENTOS DE WNU HACIENDO NEGOCIOS COMO PAPA JOHNS DENTRO DE CALIFORNIA EN CUALQUIER MOMENTO DURANTE EL PERÍODO DEL 22 DE NOVIEMBRE DE 2019 HASTA 18 DE MARZO DE 2025, QUE NO HAYAN FIRMADO UN ACUERDO DE ARBITRAJE (el “Período de la Demanda”) (las personas descritas son los “Miembros de la Demanda”).

POR FAVOR, LEA ESTE AVISO CUIDADOSAMENTE, YA QUE SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS. USTED TIENE DERECHO A RECIBIR DINERO DE ESTE ACUERDO.

POR FAVOR, LEA ESTE AVISO CUIDADOSAMENTE PORQUE PUEDE AFECTAR SUS DERECHOS LEGALES

¿POR QUÉ RECIBÍ ESTE AVISO?

Usted recibe este Aviso porque es o fue un empleado no exento de WNU LLC ("Demandado"), contratado en California desde el 22 de noviembre de 2019 hasta la Fecha de Aprobación Preliminar del 28 de octubre de 2025 (el "Período de la Demanda"), que no ha firmado un acuerdo de arbitraje (las personas descritas son los "Miembros de la Demanda") y podría tener derecho a recuperar dinero de un acuerdo de demanda colectiva. Este Aviso le informa sobre sus derechos por participar en el acuerdo de la demanda colectiva Salvador Rodríguez, y los demás vs. WNU LLC haciendo negocios como Papa Johns, y los demás, caso no. 23STCV28934 del Tribunal Superior de Los Ángeles (la "Demanda"). Este Aviso se le envía por orden del Tribunal Superior de California, Condado de Los Ángeles, que aprobó preliminarmente este acuerdo de demanda colectiva el 28 de octubre de 2025. Este Aviso le informa sobre sus derechos al participar en el acuerdo o, si así lo desea, a excluirse del mismo u oponerse a sus términos.

Si desea participar en el acuerdo y recibir un pago, no necesita hacer nada por el momento. Si el Tribunal aprueba el acuerdo, se le enviará un cheque por correo a la dirección registrada con el Administrador del Acuerdo.

¿DE QUÉ SE TRATA ESTA DEMANDA Y ACUERDO?

La Demanda fue presentada por los demandantes Salvador Rodríguez y Germán Rodríguez ("Demandantes") en nombre de los empleados no exentos que trabajaron para el Demandado en California durante el período del 22 de noviembre de 2019 hasta el 18 de marzo de 2025, que no han firmado un acuerdo de arbitraje, buscando indemnización por daños, honorarios de abogados y sanciones por los siguientes supuestos reclamos: (a) falta de pago de salarios mínimos y horas extra; (b) falta de proporcionar descansos para comer que cumplan con las normas o una compensación en su lugar; (c) falta de proporcionar períodos de descanso que cumplan con las normas o una compensación en su lugar; (d) falta de proporcionar declaraciones de salario precisas; (e) falta de pago de todos los salarios al momento de terminar la relación laboral; (f) falta de reembolso de gastos relacionados con el negocio; (g) falta de pago de la prima por turno dividido; (h) sanciones civiles de conformidad con la Sección 2699 del Código Laboral, y las siguientes, basadas en los reclamos anteriores; e (i) prácticas comerciales desleales basadas en los reclamos anteriores. Los Demandantes solicitaron todas las indemnizaciones, sanciones, intereses y otras cantidades recuperables bajo las causas de acción anteriores según la ley de California, incluyendo pero no limitado a, el Código Laboral de California. El Demandado niega los alegatos de los Demandantes y afirma que no tiene responsabilidad por ninguna de las reclamaciones de los Demandantes o los Miembros de la Demanda bajo ningún estatuto, orden salarial, derecho consuetudinario o teoría equitativa. El Tribunal no decidió a favor de los Demandantes ni del

Demandado y no hubo juicio. Los Demandantes creen que podrían haber ganado en el juicio. El Demandado cree que los Demandantes no habrían ganado nada en el juicio. El Demandado no admite ninguna de las reclamaciones alegadas en la Demanda y niega que deba dinero a los Demandantes o a los Miembros de la Demanda por ninguna de las supuestas reclamaciones. El Demandado optó por resolver esta Demanda como un compromiso para evitar el costo del litigio. Los Demandantes y sus abogados creen que el Acuerdo es lo mejor para los Miembros de la Demanda.

¿QUÉ QUIERE DECIR QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha determinado si el Demandado o los Demandantes tienen razón en cuanto al fondo del asunto.

Mientras tanto, los Demandantes y el Demandado contrataron a un mediador experimentado y neutral en un esfuerzo por resolver la Acción negociando y terminando el caso mediante un acuerdo (resolver el caso) en lugar de continuar el costoso y largo proceso de litigio. Las negociaciones fueron exitosas. Al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, los Demandantes y el Demandado han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes acuerdan que el Acuerdo propuesto es un compromiso de las reclamaciones en disputa. Al aceptar el acuerdo, el Demandado no admite ninguna violación, ni concede el mérito de ninguna reclamación. Los Demandantes y los Abogados de la Demanda creen firmemente que el Acuerdo es un buen negocio para usted porque creen que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) El Acuerdo beneficia a los Miembros de la Demanda. El Tribunal aprobó preliminarmente el Acuerdo propuesto por ser justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Final.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO COLECTIVO?

Todos los empleados, actuales y anteriores, no exentos por hora de la Demandada en California que no firmaron un acuerdo de arbitraje durante el período comprendido entre el 22 de noviembre de 2019 y el 18 de marzo de 2025. Los "Miembros de la Demanda" no incluirán a ninguna persona que presente una solicitud de exclusión válida y oportuna según lo dispuesto en este Aviso. Si el Tribunal aprueba la conciliación de la demanda por sanciones civiles de conformidad con el Artículo 2699 y siguientes del Código Laboral ("Reclamación PAGA"), todos los empleados, actuales y anteriores, no exentos por hora de la Demandada en California que trabajaron durante el "Período PAGA" del 24 de abril de 2022 y 18 de marzo de 2025 ("Miembros PAGA") estarán, no obstante, sujetos a la resolución del Tribunal sobre la demanda PAGA. Los Miembros de la Demanda que también sean Miembros del grupo PAGA que presenten una solicitud de exclusión recibirán, no obstante, su parte prorrateada de los \$2.500 asignados para las sanciones de PAGA.

¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO COLECTIVO?

El Demandado ha acordado pagar \$456.000 ("Monto Bruto del Acuerdo") para cubrir (a) Pagos Individuales del Acuerdo a los Miembros de la Demanda; (b) los Pagos de Compensación para los Representantes de la Demanda a los Demandantes nombrados, sin exceder los \$10.000 cada uno; (c) Multas de la Ley General de Fiscales Privados ("PAGA") por un monto de \$10.000 de las cuales el 75% o \$7.500 se pagarán a la Agencia de Desarrollo de la Fuerza Laboral ("LWDA") y el 25% o \$2.500 a los Miembros del Grupo PAGA; (d) Gastos de Administración del Acuerdo que no excedan los \$15.000,00; y (e) honorarios profesionales y costos de abogados otorgados por el Tribunal a los Abogados de la Demanda (la "Adjudicación de los Abogados de la Demanda"), sin exceder los \$151.984,80 en honorarios y \$25.000 en costos. Tras deducir los puntos b, c, d y e del Monto Bruto del Acuerdo, el saldo restante constituye el "Monto Neto del Acuerdo". Este Monto Neto del Acuerdo se distribuirá entre todos los Miembros de la Demanda que no se excluyan del mismo. Por cada punto c, se distribuirán \$2.500 del Monto Bruto del Acuerdo entre todos los Miembros de PAGA. Los honorarios profesionales y costas de los Abogados de la Demanda y el Pago de Compensación a los Representantes de la Demanda están sujetos a la aprobación del Tribunal.

Este acuerdo de demanda colectiva incluye una exoneración del Demandado por parte de los Miembros de la Demanda que no se excluyan del Acuerdo. En la fecha en que el Tribunal dicte una orden otorgando la Aprobación Final del Acuerdo y la financiación por parte del Demandado del Monto Bruto del Acuerdo y la parte del empleador de los impuestos sobre la nómina, todos los Miembros de la Demanda que no presenten a tiempo una Solicitud de Exclusión válida han exonerado, resuelto, comprometido, renunciado y liberado total, definitiva y permanentemente al Demandado de los reclamos, sanciones, intereses y causas de acción por salarios y horas de California que surjan de o estén relacionados con los reclamos alegados en la demanda operativa de los Demandantes ("Demanda") o que podrían haberse alegado en la Demanda con base en los alegatos fácticos presentados en la Demanda, incluidos los reclamos por salarios mínimos y horas extra supuestamente no pagados, falta de proporcionar períodos de descanso para comer que cumplan con las normas, falta de proporcionar períodos de descanso que cumplan con las normas, declaraciones de salario inexactas, falta de pago de todos los salarios adeudados al momento de terminar la relación laboral, falta de reembolso de gastos relacionados con el negocio, falta de pago de primas por turnos divididos, reclamos por competencia desleal según el Código de Negocios y Profesiones de California § 17200 y siguientes. Con base en las violaciones del Código Laboral alegadas en la Demanda, y cualquier sanción, restitución, devolución de beneficios, intereses u honorarios de abogados ocurridos durante el período comprendido entre el 22 de noviembre de 2019 y 18 de marzo de 2025 ("Reclamaciones Exoneradas"). Las Reclamaciones Exoneradas cubrirán a todos los Miembros de la Demanda que no se excluyan.

Además, en la fecha en que el Tribunal dicte una orden otorgando la Aprobación Final del Acuerdo y la financiación por parte del Demandado del Monto Bruto del Acuerdo y la parte del empleador de los impuestos sobre la nómina, el Estado de California y todos los Miembros PAGA (independientemente de si el Miembro PAGA presenta una Solicitud de Exclusión válida y oportuna para excluirse del Acuerdo) exonerarán, total, definitiva y permanentemente a las Partes Exoneradas de todas y cada una de las reclamaciones por Sanciones civiles bajo PAGA [Código Laboral de California §§ 2699 y siguientes] con base en las violaciones del Código Laboral alegadas en la Demanda Operativa y la notificación de los Demandantes enviada a la LWDA, incluyendo todos los honorarios profesionales y costos de abogados relacionados con la misma ("Reclamaciones Exoneradas PAGA").

¿DE CUÁNTO SERÁ MI PAGO?

Su parte del acuerdo dependerá de (i) el número final de Miembros de la Demanda que no se hayan excluido del Acuerdo; y (ii) la cantidad de semanas de trabajo que usted estuvo empleado/a durante el Período de la Demanda y el Período PAGA.

Las "Semanas de Trabajo" se determinan calculando la cantidad de días que usted fue empleado por hora no exento de los Demandados en California entre el 22 de noviembre de 2019 y el 18 de marzo de 2025.

El Administrador del Acuerdo calculará el total de Semanas de Trabajo de todos los Miembros de la Demanda. El Monto Neto del Acuerdo (sin incluir los \$2.500 asignados a los Miembros de PAGA) se dividirá entre el número total de Semanas de Trabajo laboradas por todos los Miembros de la Demanda durante el Período de la Demanda, y luego se multiplicará este monto por el número total de Semanas de Trabajo de cada Miembro de la Demanda para obtener la parte individual del Monto Neto del Acuerdo que le corresponde a cada empleado.

Además, el Administrador del Acuerdo calculará el total de Periodos de Pago de Trabajo de todos los Miembros de PAGA durante el Período PAGA. Los \$2.500 asignados para multas PAGA a los Miembros de PAGA se dividen entre el número total de Periodos de Pago de Trabajo laboradas por todos los Miembros de PAGA durante el Período PAGA, y esta cantidad se multiplica por el número total de Periodos de Pago de Trabajo de cada Miembro de PAGA para obtener la parte individual de cada empleado de los \$2.500 asignados para multas PAGA.

Los registros del Demandado muestran que usted trabajó para éste como empleado por hora no exento en California entre el 22 de noviembre de 2019 y el 18 de marzo de 2025, y trabajó «**Class_Work_Weeks**» Semanas de Trabajo. (Es posible que haya trabajado para el Demandado antes del 22 de noviembre de 2019, pero ese período no se incluye a efectos de este acuerdo). Si se aprueba el acuerdo, con base en dichos registros,

su pago estimado será de \$«Class_Estimated_Settlement_Amount», menos los impuestos y deducciones de nómina aplicables. Este monto es solo una estimación. El monto real del Pago Individual del Acuerdo puede aumentar o disminuir en función de varios factores, incluido el número de empleados que se excluyan del acuerdo.

*Si no está de acuerdo con las semanas de empleo indicadas anteriormente para el período comprendido entre el 22 de noviembre de 2019 y el 18 de marzo de 2025, comuníquese con el Administrador del Acuerdo a más tardar el 26 de enero de 2026. Se le solicitará que presente documentos que respalden su impugnación. **Si no proporciona ningún documento ni otra prueba que respalde su impugnación, el Administrador del Acuerdo podría rechazarla.***

Se proporciona la información de contacto del Administrador del Acuerdo a continuación.

Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810
Email: claims@ilymgroup.com
Fax: 888-845-6185

Todos los Pagos Individuales del Acuerdo se asignarán de la siguiente manera: el 100% de la parte prorrateada de los \$2.500 asignados a cada Miembro PAGA para las sanciones de PAGA se asignarán como sanciones y no estarán sujetos a retención de nómina; el 20% de cada Pago Individual del Acuerdo se asignará para la liquidación de los salarios no pagados alegados y estará sujeto a la retención de impuestos federales, estatales y locales sobre la renta, incluidos los impuestos FICA, entre otras retenciones y deducciones legalmente requeridas; y el 80% de cada Pago Individual del Acuerdo se asignará para la liquidación de intereses y sanciones y no estará sujeto a retención de nómina.

El Administrador del Acuerdo emitirá a cada Miembro de la Demanda un Formulario W-2 del IRS por la parte del Pago Individual del Acuerdo designada como salarios no pagados. El Administrador del Acuerdo emitirá un Formulario 1099 del IRS a cada Miembro de la Demanda y a los Miembros de PAGA por la parte restante del Pago Individual del Acuerdo que no esté designada como salarios no pagados y otras cantidades pagadas en virtud de este acuerdo. Todos los Miembros de la Demanda serán responsables de declarar correctamente estos ingresos a efectos fiscales y de pagar los impuestos correspondientes por las cantidades recibidas.

¿QUÉ PASA SI NO COBRO A TIEMPO EL CHEQUE QUE RECIBÍ?

Si no cobra los cheques dentro de los ciento ochenta (180) días posteriores a su emisión, el Administrador del Acuerdo anulará los cheques no cobrados o no reclamados. El Administrador del Acuerdo tomará medidas razonables adicionales, incluyendo la búsqueda de personas desaparecidas o cualquier otra búsqueda utilizando su nombre, dirección y número de seguro social o número de identificación fiscal federal, para localizarle durante un período de hasta cuarenta y cinco (45) días, tras lo cual desembolsará o hará que se desembolse el saldo restante del Fondo de Liquidación No Reversible a Asistencia Legal de Los Ángeles. En tal caso, usted seguirá estando sujeto/a al Acuerdo de Colectivo, incluida la exoneración de las Reclamaciones Exoneradas.

¿QUÉ NECESITO PARA RECIBIR UN PAGO DEL ACUERDO?

Para recibir un pago del acuerdo, no necesita hacer nada. Si el Tribunal aprueba este acuerdo en la audiencia de aprobación final, el Administrador del Acuerdo le enviará un cheque por correo dentro de aproximadamente sesenta días a partir de la fecha de la aprobación final, a menos que se presente una apelación. Si usted no se excluye del Acuerdo, recibirá un Pago Individual del Acuerdo y estará sujeto/a a los términos de éste.

¿CÓMO ME EXCLUYO DEL ACUERDO?

Para excluirse del Acuerdo, debe presentar una solicitud de exclusión por escrito al Administrador del Acuerdo a la siguiente dirección o número de fax:

Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone number: 888-250-6810

Email: claims@ilymgroup.com

Fax: 888-845-6185

Para ser válida, una solicitud de exclusión por escrito debe: (1) indicar explícita e inequívocamente: "Deseo excluirme del acuerdo alcanzado en el caso de Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS, TSLA, caso no. 23STCV28934. Entiendo que, al excluirme, no recibiré ningún dinero del acuerdo alcanzado en este caso"; (2) incluir el nombre, la dirección, el número de teléfono y los últimos cuatro dígitos del número de Seguro Social de la persona que solicita la exclusión; (3) estar firmada por el Miembro de la Demanda; y (4) tener matasellos o sello de fax de TBD y ser devuelta al Administrador del Acuerdo, quien la recibirá, a la dirección o al número de fax especificados anteriormente. A menos que solicite su exclusión del Acuerdo a tiempo, usted quedará obligado/a por la sentencia tras la Aprobación Final del Acuerdo, incluida la Exoneración de responsabilidad descrita en este Aviso.

Si solicita su exclusión del acuerdo a tiempo, no tendrá derecho a recibir ningún pago en virtud del mismo y no podrá oponerse a él. Los Abogados de la Demanda no representarán sus intereses en esta Demanda si solicita su exclusión. Sin embargo, si es Miembro de PAGA, no podrá excluirse del Acuerdo de la Reclamación PAGA. Si es Miembro de PAGA, recibirá una parte prorrateada de los \$2.500 asignados a los Miembros de PAGA y usted estará sujeto/a a la exoneración de las Reclamaciones Exoneradas de PAGA.

¿QUÉ PASA SI NO HAGO NADA?

Si no hace nada, usted recibirá un Pago del Acuerdo y usted estará sujeto/a a los términos del Acuerdo Colectivo.

¿QUÉ PASA SI QUIERO OBJETAR ESTE ACUERDO?

Si usted es un Miembro de la Demanda y no ha solicitado ser excluido/a del Acuerdo, puede oponerse al mismo. Antes de decidir si objeta, le recomendamos consultar qué solicitan los Demandantes y el Demandado que apruebe el Tribunal. Al menos 16 días judiciales antes de la Audiencia de Aprobación Final, los Abogados de la Demanda y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, el monto que solicitan los Abogados del Grupo en concepto de honorarios de abogados y gastos de litigio, y el monto que solicitan los Demandantes como Adjudicación por Servicios de Representación de la Demanda. Si usted lo solicita con antelación razonable, los Abogados de la Demanda (cuya información de contacto se encuentra en la página 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede consultarlos en el sitio web del Administrador en www.ilymgroup.com o en el sitio web del Tribunal: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>. Puede comparecer a la audiencia donde el Tribunal tomará la decisión final sobre la aprobación del Acuerdo (la "Audiencia de Aprobación Final"). La Audiencia de Aprobación Final está programada para el 24 de febrero de 2026 a las 11:00 a. m. en el Departamento 10 del Tribunal Superior de Los Ángeles, Spring Street, ubicado en 312 North Spring Street, Los Ángeles, California 90012.

Un Miembro del Grupo del Acuerdo que desee objetar puede enviar por correo al Administrador del Acuerdo (a la dirección indicada anteriormente) o por fax una declaración escrita de objeción ("Notificación de Objeción"), con matasellos o fax a más tardar el 26 de enero de 2026. La Notificación de Objeción debe estar firmada por el Miembro de la Demanda e indicar: (1) su nombre completo, dirección y número de teléfono; (2) una declaración escrita con

todos los motivos de la objeción, acompañada de cualquier respaldo legal que la sustente; (3) copias de cualquier escrito, papel u otro documento en que se base la objeción; y (4) una lista de todas las personas que serán citadas a testificar en apoyo de su objeción. No es necesario que comparezca en la Audiencia de Aprobación Final y/o de Equidad del Acuerdo para que el Tribunal considere su objeción. Usted tiene derecho a contratar a su propio abogado, de su bolsillo, para presentar una objeción o comparecer en su nombre en la Audiencia de Aprobación Final. Si decide comparecer en la Audiencia de Aprobación Final, puede hacerlo de forma remota visitando el sitio web del Tribunal (<https://www.lacourt.org/lacc/>) para obtener instrucciones sobre cómo programar su comparecencia remota. Presentar una objeción no le excluirá de los Miembros de la Demanda. Seguirá teniendo derecho a recibir un Pago Individual del Acuerdo, a menos que solicite su exclusión.

¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y EXCLUIR?

Objetar es simplemente manifestarle al Tribunal su desacuerdo con los términos del Acuerdo. Solo puede objetar si permanece como Miembro de la Demanda. Si presenta una objeción, usted seguirá recibiendo un Pago Individual del Acuerdo y estará sujeto/a al Acuerdo, si el Tribunal lo aprueba.

Excluirse significa indicarle al Tribunal que usted no desea formar parte de los Miembros de la Demanda. Si se excluye, usted no tendrá motivos para objetar, ya que el caso no le afecta y no recibirá ningún Pago del Acuerdo.

¿QUÉ PASA SI NO ME EXCLUYO DEL ACUERDO?

El Acuerdo, si es finalmente aprobado por el Tribunal, será vinculante para todos los Miembros de la Demanda que no soliciten ser excluidos de éste, independientemente de que cobren a tiempo o no sus Pagos Individuales del Acuerdo.

La Aprobación Final del Acuerdo impedirá que cualquier Miembro de la Demanda que no solicite su exclusión inicie una demanda o procedimiento en relación con una Reclamación Exonerada originada entre el 22 de noviembre de 2019 y el 18 de marzo de 2025, que se alegó o pudo haberse alegado en la demanda operativa con base en los hechos alegados en ella. El Acuerdo Colectivo contiene detalles adicionales sobre el alcance de la exoneración.

¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha ordenado que, para efectos de este Acuerdo, los intereses de los Demandantes y los Miembros de Demanda están representados por:

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

A los Miembros de la Demanda no se les cobrarán por estos abogados. En su lugar, éstos recibirán su pago del fondo del acuerdo.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

Si su dirección ha cambiado o planea hacerlo en un futuro cercano, comuníquese con el Administrador del Acuerdo.

Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone number: 888-250-6810
Email: claims@ilymgroup.com
Fax: 888-845-6185

ES SU RESPONSABILIDAD MANTENER SU DIRECCIÓN ACTUALIZADA EN LOS ARCHIVOS DEL ADMINISTRADOR DEL ACUERDO. SI NO ACTUALIZA SU DIRECCIÓN, EL PAGO DEL ACUERDO PODRÍA SER TRANSMITIDO A ASISTENCIA LEGAL DE LOS ÁNGELES.

INFORMACIÓN ADICIONAL

Lo anterior es solo un resumen del Acuerdo. Para consultar una copia de la Estipulación Conjunta para el Acuerdo de Demanda Colectiva, la Orden de Aprobación Preliminar del Tribunal, la Moción de Aprobación Final, la Demanda Operativa presentada en el Litigio y otros documentos presentados relacionados con la Demanda y este Acuerdo, puede consultar todos estos archivos en la Oficina del Secretario Civil del Tribunal Superior de Los Ángeles, Palacio de Justicia de Spring Street, ubicado en 312 North Spring Street, Los Ángeles, California 90012, o visitando www.lacourt.org, haciendo clic en la pestaña "Servicios en línea" y seleccionando "Imágenes de Documentos del Caso" para crear una cuenta y comprar los documentos judiciales relacionados con esta acción, disponibles en línea.

SI NECESITA MÁS INFORMACIÓN O TIENE MÁS PREGUNTAS, usted puede contactar al Administrador del Acuerdo al (888) 250-6810. Por favor, nombre el Acuerdo Colectivo del caso Rodríguez vs. WNU LLC haciendo negocios como PAPA JOHNS.

Si tiene alguna pregunta sobre el Acuerdo, puede comunicarse con el Abogado de la Demanda o el Administrador del Acuerdo.

Abogado de la Demanda:

Eli M. Kantor, Esq.
eli@elikantorlaw.com
9595 Wilshire Blvd., Ste. #405
Beverly Hills, CA 90212
Teléfono (310) 274-8216

Administrador del Acuerdo:

ILYM Group, Inc.
Dirección: P.O. Box 2031
Tustin, California, 92781
Teléfono: (888) 250-6810
Correo electrónico: claims@ilymgroup.com
Fax: (888) 845-6185

POR FAVOR, NO LLAME POR TELÉFONO NI SE COMUNIQUE CON EL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

POR FAVOR, NO SE COMUNIQUE CON EL DEMANDADO, SUS GERENTES O ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574

6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

THE FITZPATRICK MATRIX

Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia

Years Exp. / Billing Yr.	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
35+	535	563	591	619	647	675	703	731	736	760	807	864	933
34	534	562	590	618	646	674	702	729	734	758	805	862	931
33	532	560	588	616	644	672	700	728	733	757	804	861	930
32	530	558	586	614	642	670	698	726	730	754	801	858	927
31	527	555	583	611	639	667	695	723	728	752	799	856	924
30	524	552	580	608	636	664	692	720	725	749	795	851	919
29	521	549	577	605	633	661	689	717	721	745	791	847	915
28	517	545	573	601	629	657	685	713	717	741	787	843	910
27	512	540	568	596	624	652	680	708	713	736	782	838	905
26	508	536	564	592	620	648	676	704	708	731	776	831	897
25	502	530	558	586	614	642	670	698	703	726	771	826	892
24	497	525	553	581	609	637	665	693	697	720	765	819	885
23	491	519	547	575	603	630	658	686	691	714	758	812	877
22	484	512	540	568	596	624	652	680	684	707	751	804	868
21	477	505	533	561	589	617	645	673	677	699	742	795	859
20	470	498	526	553	581	609	637	665	670	692	735	787	850
19	462	490	518	546	574	602	630	658	662	684	726	778	840
18	453	481	509	537	565	593	621	649	653	675	717	768	829
17	445	473	500	528	556	584	612	640	645	666	707	757	818
16	435	463	491	519	547	575	603	631	635	656	697	746	806
15	426	454	482	510	538	566	593	621	626	647	687	736	795
14	416	443	471	499	527	555	583	611	615	635	674	722	780
13	405	433	461	489	517	545	573	601	605	625	664	711	768
12	394	422	450	478	506	534	562	590	594	614	652	698	754
11	382	410	438	466	494	522	550	578	582	601	638	683	738
10	371	399	427	455	483	510	538	566	570	589	625	669	723
9	358	386	414	442	470	498	526	554	558	576	612	655	707
8	345	373	401	429	457	485	513	541	545	563	598	640	691
7	332	360	388	416	444	472	500	528	532	550	584	625	675
6	319	347	375	403	431	458	486	514	518	535	568	608	657
5	305	332	360	388	416	444	472	500	504	521	553	592	639
4	290	318	346	374	402	430	458	486	489	505	536	574	620
3	275	303	331	359	387	415	443	471	474	490	520	557	602
2	260	287	315	343	371	399	427	455	458	473	502	538	581
1	244	272	300	328	356	384	412	439	442	457	485	519	561
0	227	255	283	311	339	367	395	423	426	440	467	500	540
P*	130	140	150	160	169	179	189	199	200	207	220	236	255

* = Paralegals/Law Clerks

Explanatory Notes

1. This matrix of hourly rates for attorneys of varying experience levels and paralegals/law clerks has been prepared to assist with resolving requests for attorney's fees in complex civil cases in District of Columbia federal courts handled by the Civil Division of the United States Attorney's Office for the District of Columbia. It has been developed to provide "a reliable assessment of fees charged for complex federal litigation in the District [of Columbia]," as the United States Court of Appeals for the District of Columbia Circuit urged. *DL v. District of Columbia*, 924 F.3d 585, 595 (D.C. Cir. 2019). The matrix has not been adopted by the Department of Justice generally for use outside the District of Columbia, nor has it been adopted by other Department of Justice components.
2. The matrix is intended for use in cases in which a fee-shifting statute permits the prevailing party to recover "reasonable" attorney's fees. *E.g.*, 42 U.S.C. § 2000e-5(k) (Title VII of the 1964 Civil Rights Act); 5 U.S.C. § 552(a)(4)(E) (Freedom of Information Act); 28 U.S.C. § 2412(b). A "reasonable fee" is a fee that is sufficient to attract an adequate supply of capable counsel for meritorious cases. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 552 (2010). The matrix is not intended for use in cases in which the hourly rate is limited by statute. *E.g.*, 28 U.S.C. § 2412(d).
3. For matters in which a prevailing party agrees to payment pursuant to this fee matrix, the United States Attorney's Office will not request that a prevailing party offer the additional evidence that the law otherwise requires. *See, e.g., Eley v. District of Columbia*, 793 F.3d 97, 104 (D.C. Cir. 2015) (quoting *Covington v. District of Columbia*, 57 F.3d 1101, 1109 (D.C. Cir. 1995) (requiring "evidence that [the] 'requested rates are in line with those prevailing in the community for similar services'")).
4. The years in the column on the left refer to an attorney's years of experience practicing law. Normally, an attorney's experience will be calculated based on the number of years since an attorney graduated from law school. If the year of law school graduation is unavailable, the year of bar passage should be used instead. Thus, an attorney who graduated from law school in the same year as the work for which compensation is sought has 0 years of experience. For all work beginning on January 1 of the calendar year following graduation (or bar admission), the attorney will have 1 year of experience. (For example, an attorney who graduated from law school on May 30 will have 0 years of experience until December 31 of that same calendar year. As of January 1, all work charged will be computed as performed by an attorney with 1 year of experience.) Adjustments may be necessary if an attorney did not follow a typical career progression or was effectively performing law clerk work. *See, e.g., EPIC v. Dep't of Homeland Sec.*, 999 F. Supp. 2d 61, 70-71 (D.D.C. 2013) (attorney not admitted to bar compensated at "Paralegals & Law Clerks" rate).
5. The data for this matrix was gathered from the dockets of cases litigated in the U.S. District Court for the District of Columbia using the following search in July 2020 in Bloomberg Law: keywords ("motion n/5 fees AND attorney!") + filing type ("brief," "motion," or "order") + date ("May 31, 2013 – May 31, 2020" under "Entries (Docket and Documents)"). This returned a list of 781 cases. Of those, cases were excluded if there was no motion for fees filed, the motions for fees lacked necessary information, or the motions involved fees not based on hourly rates, involved rates explicitly or implicitly based on an existing fee matrix, involved rates explicitly or implicitly subject to statutory fee caps (e.g., cases subject to the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d)), or used lower rates prescribed by case law (e.g., *Eley*, 793 F.3d at 105 (Individuals with Disabilities in Education Act cases)). After these excisions, 86 cases, many of which included data for multiple billers (and 2 of which only provided hourly rate data for paralegals), remained.

6. The cases used to generate this matrix constitute complex federal litigation—which caselaw establishes as encompassing a broad range of matters tried in federal court. *E.g.*, *Reed v. District of Columbia*, 843 F.3d 517, 527–29 (D.C. Cir. 2016) (Tatel, J., concurring) (noting that cases arising under the Freedom of Information Act, Title VII, the Americans with Disabilities Act, Constitutional Amendments, antitrust statutes, and others have been deemed complex, and even “relatively small” cases can constitute complex federal litigation, as they too require “specialized legal skills” and can involve “complex organizations,” such as “large companies”); *Miller v. Holzmman*, 575 F. Supp. 2d 2, 14–16, 17 (D.D.C. 2008) (prevailing market rates for complex federal litigation should be determined by looking to “a diverse range of cases”). That the attorneys handling these cases asked the court to award the specified rates itself demonstrates that the rates were “adequate to attract competent counsel, [while] not produc[ing] windfalls to attorneys.” *West v. Potter*, 717 F.3d 1030, 1033 (D.C. Cir. 2013) (quoting *Blum v. Stenson*, 465 U.S. 886, 897 (1984)). As a consequence, the resulting analysis yields the “prevailing market rate[] in the relevant community” for complex litigation undertaken in federal courts in the District of Columbia. *See Blum*, 465 U.S. at 895.
7. From these 86 complex federal cases, the following information was recorded for 2013 and beyond: hourly rate, the calendar year the rate was charged, and the number of years the lawyer was out of law school when the rate was charged (or, if law school graduation year was unavailable, years since bar passage), as defined above. If the graduation or bar passage year was not stated in a motion or its exhibits, then the lawyer’s biography was researched on the internet. Although preexisting fee matrices for the District of Columbia provide for mid-year rate changes, very few lawyers in the data submitted rates that changed within a calendar year. For this reason, the matrix was modeled using one rate for each calendar year. On the occasions when a lawyer expressed an hourly rate as a range or indicated the rate had increased during the year, the midpoint of the two rates was recorded for that lawyer-year.
8. The matrix of attorney rates is based on 675 lawyer-year data points (one data point for each year in which a lawyer charged an hourly rate) from 419 unique lawyers from 84 unique cases. The lawyer-year data points spanned from years 2013 to 2020, from \$100 to \$1250, and from less than one year of experience to 58 years.
9. Paralegal/law clerk rates were also recorded. The following titles in the fee motions were included in the paralegal/law clerk data: law clerk, legal assistant, paralegal, senior legal assistant, senior paralegal, and student clerk. The paralegal/law clerk row is based on 108 paralegal-year data points from 42 unique cases. They spanned from 2013 to 2019 and from \$60 to \$290. (It is unclear how many unique persons are in the 108 data points because paralegals were not always identified by name.)
10. The matrix was created with separate regressions for the lawyer data and the paralegal data. For the paralegal data, simple linear least-squares regression was used with the dependent variable hourly rate and the independent variable the year the rate was charged subtracted from 2013; years were combined into one variable and subtracted from 2013 rather than modeled as separate indicator variables to constrain annual inflation to a constant, positive number. The resulting regression formula was $\text{rate} = 129.8789 + 9.902107 * (\text{year} - 2013)$. For the lawyer data, least-squares regression was used with the dependent variable hourly rate and independent variables the year the rate was charged and the number of years of experience of the lawyer when the rate was charged. The year the rate was charged was subtracted from 2013 and modeled linearly as with the paralegal data. The number of years out of law school (or since year of bar passage) was modeled with both linear and squared terms, as is common in labor economics to account for non-linear wage growth (e.g., faster growth earlier in one’s career than at the end of one’s career). *See, e.g.*, Jacob Mincer, *Schooling, Experience, and Earnings* (1974). The resulting regression formula was

rate = 227.319 + 16.54492 * experience - 0.2216217 * experience ^ 2 + 27.97634 * (year-2013). Regressions were also run with log transformed rates and with a random-effect model (to account for several lawyers appearing more than once in the data), but both alternatives resulted in mostly lower rates than those reflected here; in order to minimize fee disputes, these models were therefore rejected in favor of the more generous untransformed, fixed-effect model. Rates from one case comprised 20% of the data; the regression was also run without that case, but the resulting rates were mostly lower and therefore rejected, again to minimize fee disputes.

11. The data collected for this matrix runs through 2020. To generate rates after 2020, an inflation adjustment (rounded to the nearest whole dollar) has been added. The United States Attorney's Office determined that, because courts and many parties have employed the legal services index of the Consumer Price Index to adjust attorney hourly rates for inflation, this matrix would do likewise. *E.g., Salazar v. District of Columbia*, 809 F.3d 58, 64-65 (D.C. Cir. 2015); *Eley*, 793 F.3d at 101-02; *DL*, 924 F.3d at 589-90. That was the approach followed for the years 2021 through and including 2023. However, the Bureau of Labor Statistics has now ceased consistently publishing monthly data for the legal services index of the Consumer Price Index. As an alternative, the legal services index of the Producer Price Index, which continues regularly to provide updated data, has been used to generate the rates for 2024 and thereafter.
12. This matrix was researched and prepared by Brian Fitzpatrick, the Milton R. Underwood Chair in Free Enterprise and Professor of Law at Vanderbilt Law School, with the help of his students.
13. This matrix and an alternative, preexisting matrix were extensively examined, and, based on that analysis, this matrix was the one selected for computation of the hourly rates for the attorneys' fees awarded in *J.T. v. District of Columbia*, 652 F. Supp. 3d 11 (D.D.C. 2023) (Howell, C.J.), and in *Brackett v. Mayorkas*, Civ. A. No. 17-0988, 2023 WL 5094872 (D.D.C. Aug. 9, 2023) (Boasberg, C.J.).

Exhibit 4

DECLARATION OF JUAL REYES

I, **JUAL REYES**, declare:

1. I am an attorney licensed to practice in all courts in the State of California, and I am also admitted to practice before the United States District Courts for the Central District of California

2. As such, I am experienced in the area of litigation known as employment law and I have extensive knowledge with respect to the community rates and standards regularly charged by employment attorneys.

3. I am familiar with the knowledge, background and skill of Eli M. Kantor based on knowing him for several years and therefore becoming familiar with his background skill, and knowledge as an attorney.

4. With my knowledge of the prevailing rates of attorneys in employment law, I would testify that Eli M. Kantor's hourly rate of \$750.00 is standard in the employment law community for an attorney with his level of skill, knowledge and expertise. In fact, I would characterize his hourly rate as below average compared with other attorneys of similar skill, knowledge, and expertise in the community.

5. An hourly rate of \$750.00 an hour for Eli M. Kantor time is proper based upon my knowledge of the community standards and well within the proper range of hourly rates charged by attorneys in employment law in the community, which is a very expensive market in which to do business.

6. I am aware that some of my contemporaries charge as much as \$850.00 per hour for litigating employment cases which are reasonable in the community.

7. As such, Mr. Kantor's rate of \$750.00 an hour is proper and should be allowed.

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

Executed on January 9, 2026 at Los Angeles, California.

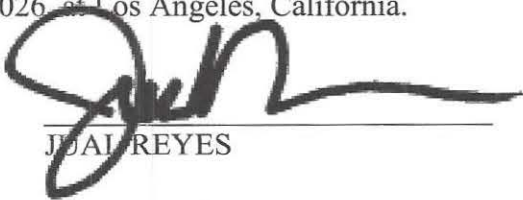

JUAL REYES

Exhibit 5

ELI M. KANTOR

ATTORNEY AT LAW

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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)).

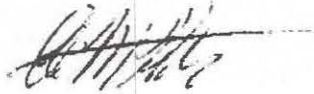
Conclusion

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', written over a horizontal line.

ELI M. KANTOR

EMK:sn

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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

PS Form 3811, July 2020 PSN 7530-02-000-9053

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X

☐ Agent☐ Addressee

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

Postage

\$.60 x 4

Total Postage and Fees

\$ 8.50

Sent To

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

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

See Reverse for Instructions

4/25

Postmark
HerePAPA JOHNS
PALMA

7017 2400 0000 8297 3741

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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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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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- ☐ Adult Signature
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- ☐ Collect on Delivery Restricted Delivery
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Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$.60 x 4

Total Postage and Fees

\$ 8.50

Sent To

Brisia Ochoa
10640 Rosecrans Blvd.
Bellflower, CA 90712

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

See Reverse for Instructions

4/25

Postmark
HereBrisia Ochoa
PAPA JOHNS
PALMA

7017 2400 0000 8297 3765

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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)

7017 0660 0001 1712 0313

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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

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☐ Return Receipt (hardcopy) \$ 2.75

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ 6.70

Sent To Paul Urbina

Street and Apt. No., or PO Box No. 10040 Rosecrans Blvd.

City, State, ZIP+4® Bellflower, CA 90706

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature
X **RECEIVED** *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery MAY 01 2023

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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MAIL ROOM

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☐ Adult Signature
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OFFICIAL USE

Certified Mail Fee \$ 3.35

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ 2.75

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 4.00 x 4

Total Postage and Fees \$ 8.50

Sent To Papa Johns PAGA

Street and Apt. No., or PO Box No. 800 Capitol Mall, Suite 5000

City, State, ZIP+4® Sacramento, CA 95814

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SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 6817 1074 8546 69

2. Article Number (Transfer from service label)

7017 2400 0000 8297 3420

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A. Signature

X. NG ☐ Agent

B. R.

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery

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Certified Mail Fee \$ 3.35

Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage \$ 1.00 x4

Total Postage and Fees \$ 8.50

Sent To Paul Urbina

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

See Reverse for Instructions

4/25

Postmark
Here

RIGHT

Paul Urbina,
Papa Johns

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- 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)

7017 2400 0000 8297 3758

PS Form 3811, July 2020 PSN 7530-02-000-9053

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X

B. Received by (Print)

D. Is delivery address

If YES, enter delivery address below: ☐ No

3. Service Type

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- ☐ Certified Mail Restricted Delivery
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- ☐ Signature Confirmation Restricted Delivery

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