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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LESLEY MUNOZ, GIOVANI ESTRELLA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

UKA BIG SAVER FOODS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19STCV24268
Honorable Carolyn Kuhl
Department SSC12

CLASS ACTION

**DECLARATION OF BRIAN J. ST.
JOHN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff’s Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class
Representative (Lesley Munoz); and
[Proposed] Order filed concurrently
herewith]

Date: June 5, 2024
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: July 12, 2019
FAC Filed: October 26, 2020
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Lesley Munoz (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals

1 for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to
2 practice before all courts of the State of California and all United States District Courts in the State
3 of California. He has worked on many wage-and-hour class action and representative action cases,
4 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
5 He has played an integral role in preparing matters for class certification, including and not limited
6 to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
7 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
8 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
9 No. RG13680477). He has worked on over one hundred (100) class action or representative action
10 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
11 herein.

12 4. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
13 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
14 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
15 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
16 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
17 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
18 Court. She has taken and defended dozens of depositions and successfully handled motion practice
19 in class action cases regarding discovery (including and not limited to, regarding class contact
20 information), class certification (both contested class certification and stipulated class
21 certification), arbitration agreements, coordination, intervention. She has successfully handled
22 briefing and oral argument on appeal and obtained notable decisions regarding the Private
23 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
24 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
25 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
26 (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative
27 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
28 handled the class certification and court approval process for hundreds of class action and/or

1 representative action matters that have successfully resolved. She is a member of the California
2 Employment Lawyers Association.

3 5. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from
4 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
5 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
6 California in 2015. I am admitted to practice before all courts of the State of California and all
7 federal district courts in the State of California. I have worked on many wage and hour class action
8 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
9 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
10 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
11 court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for
12 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
13 employed as general counsel for a DMHC licensed discount dental plan.

14 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
15 **REPRESENTATIVE ACTION CASES**

16 6. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
17 ("LFJ") has achieved on behalf of its clients:

18 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a major property management company involving allegations
20 of misclassification of various "manager" positions. On September 20, 2010, the court granted
21 final approval of the class action settlement. The Los Angeles County Superior Court Case
22 Number is BC400414.

23 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of household items involving allegations of
25 misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court
26 granted final approval of the class action settlement. The Los Angeles County Superior Court
27 Case Number is BC413498.

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1 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national property management company involving
3 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC430918.

6 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification of
8 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

27 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a national retailer of household

1 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
2 final approval of the class and PAGA representative action settlement. The San Francisco County
3 Superior Court Case Number is CGC-13-532344.

4 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
6 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
7 motion for class certification. On October 20, 2017, the court granted final approval of the class
8 and PAGA representative action settlement. The Los Angeles County Superior Court Case
9 Number is BC474784.

10 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of upscale
12 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
13 granted final approval of the class and PAGA representative action settlement. The Los Angeles
14 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
15 Coordination Proceeding Number is 4794.

16 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
18 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
19 settlement. The Los Angeles County Superior Court Case Number is BC488069.

20 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
24 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
25 County Superior Court Case Number is RG13680477.

26 m) LFJ represented the plaintiff in a PAGA representative action against a real
27 estate and property management company, on behalf of non-exempt employees. On November 4,
28 2016, the court granted approval of the PAGA representative action settlement. The Orange

County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
2 hour class and PAGA representative action against a lumber and hardware company on behalf of
3 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
5 00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

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1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
24 of the PAGA representative action settlement. The San Diego County Superior Court Case
25 Number is 34-2015-00175330.

26 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class and PAGA representative action against a medical equipment supplier on
28 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion

1 for class certification and certified a class. The San Bernardino County Superior Court Case
2 Number is CIVDS1505744.

3 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval
19 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

21 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
22 nutritional products manufacturer on behalf of non-exempt production line employees. On
23 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
24 certified a class. The Solano County Superior Court Case Number is FCS051001.

25 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
26 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
27 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
28 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The

Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

7. Marked and attached hereto as “**EXHIBIT 1**” is the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Lesley Munoz (“Plaintiff”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Uka’s Big Saver Foods, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well. The Parties have also agreed to the form and content of the proposed Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“Second Amended Complaint” or “Operative Complaint”), which is attached as “Exhibit A” to the [Proposed] Order Granting Approval of Class Action Settlement, filed concurrently herewith. Class Counsel respectfully requests the Court grant leave to file the Second Amended Complaint so that the terms of the Settlement Agreement and the intent of the Parties may be effectuated

8. Based on information provided by Defendant, the Class is estimated to consist of approximately two thousand one hundred twenty-nine (2,129) individuals.

9. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

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1 10. On July 20, 2023, Plaintiff provided written notice to the California Labor and
2 Workforce Development Agency (“LWDA”) by online submission and to Defendant Uka’s Big
3 Saver Foods, Inc. by Certified Mail, of the specific provisions of the California Labor Code that
4 Defendant are alleged to have violated. A true and correct copy of the notice is attached hereto as
5 “**EXHIBIT 2.**” This declaration, along with the fully executed Settlement Agreement that is
6 attached as an exhibit, is being submitted to the LWDA in conformity with California Labor Code
7 section 2699(1)(2), concurrently with the filing of this declaration with the Court. The Court is
8 referred to the attached Proof of Service, which confirms submission of this declaration and its
9 exhibits (which includes, *inter alia*, the Settlement Agreement) to the LWDA.

10 11. Since the above-captioned action was commenced, Class Counsel has litigated the
11 case for several years and was actively preparing the matter for class certification and trial. The
12 Parties have engaged in extensive settlement negotiations and participated in a formal, full-day
13 mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating
14 complex labor and employment matters. Prior to and during the mediation and settlement
15 discussions, the Parties exchanged extensive class information and engaged in intensive
16 discussions regarding their evaluations of the cases and various aspects of the cases, including but
17 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
18 class certification and/or representative adjudication, the law relating to off-the-clock theory, meal
19 and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well
20 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
21 all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
22 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
23 their counsel felt strongly about their ability to prevail on the merits and at certification, and
24 Plaintiff and Class Counsel believed that they would be able to obtain class certification and
25 prevail at trial. After conducting investigations, formal and informal discovery, exchange of
26 information, and settlement negotiations, and with the aid of the mediator’s evaluation, the Parties
27 have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff’s
28 principal claims, as well as the costs and risks to both sides that would attend further litigation.

1 The Settlement is a fair, reasonable, and adequate resolution of Plaintiff's and the Participating
2 Class Members' Released Class Claims, and of the State of California's and Aggrieved
3 Employees' Released PAGA Claims with respect to employment of Plaintiff and Aggrieved
4 Employees.

5 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
6 and scope of the claims, and were preparing the actions for class certification and trial. Class
7 Counsel conducted significant investigation and informal discovery regarding the facts of the
8 cases, including and not limited to, the exchange, review, and analysis of a large volume of
9 information, documents, and data obtained from Defendant, Plaintiff, and other sources. The
10 volume of data and documents that Class Counsel reviewed and analyzed included and was not
11 limited to: Plaintiff's employment records, a detailed sampling of Plaintiff's and other Class
12 Members' time data and pay records, Defendant's Employee Handbook, Defendant's operations
13 and employment practices, forms, procedures, and policies (including, and not limited to, Meal
14 and Rest Policy, Overtime Policy, Timekeeping Policy, and Expense Reimbursement Request
15 Form), among other information and documents. Class Counsel had the opportunity to interview
16 Plaintiff and other Class Members to gather information regarding the facts and circumstances
17 surrounding Plaintiff's and putative class members' employment and to identify potential
18 witnesses. Class Counsel propounded multiple sets of formal written discovery requests on
19 Defendant, reviewed Defendant's responses and supplemental responses thereto, noticed the
20 depositions of Defendant's Person Most Knowledgeable designees regarding organizational
21 structure and job duties, and worked with Plaintiff to provide objections and responses to discovery
22 propounded on her by Defendant. Counsel for the Parties met and conferred on numerous
23 occasions, e.g., to discuss issues relating to the pleadings, informal discovery, and the production
24 of documents and data prior to the mediation. Class Counsel drafted Plaintiff's mediation brief
25 and prepared for and attended court proceedings, settlement negotiations, and the mediation,
26 among other tasks.

27 13. Counsel for the Parties have also invested time researching and investigating the
28 applicable law, which is constantly evolving as it relates to certification, representative PAGA

1 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
2 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
3 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
4 reasonable.

5 14. The Settlement provides for a Gross Settlement Amount of Four Hundred Forty-
6 Two Thousand Five Hundred Dollars and Zero Cents (\$442,500.00). The Net Settlement Amount
7 is the Gross Settlement Amount less the following amounts subject to approval by the Court: Class
8 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
9 Payment, Administration Expenses Payment, and the PAGA Penalties. Assuming that the amounts
10 allocated under the Settlement toward these payments are awarded by the Court, the Net
11 Settlement Amount that will be available for distribution to the Participating Class Members is
12 currently estimated to be One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero
13 Cents (\$187,500.00). Additionally, 75% of the PAGA Penalties (i.e., the LWDA Payment), which
14 is \$37,500.00 out of \$50,000.00, will be distributed to the LWDA and 25% of the PAGA Penalties,
15 which is \$12,500.00 out of \$50,000.00, will be distributed to Aggrieved Employees on a *pro-rata*
16 basis. The Net Settlement Amount and PAGA Penalties will be fully distributed in accordance
17 with the terms of the Settlement and there is no reversion to Defendant.

18 15. The Parties have agreed to retain Rust Consulting, Inc. ("Rust" or "Settlement
19 Administrator") to handle the notice and settlement administration process. The Parties
20 respectfully request that the Court appoint Rust to handle these procedures and serve as the
21 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
22 Members that Defendant will compile from its records, which will include each Class Member's
23 full names, last known mailing addresses, Social Security numbers, Workweeks, PAGA Pay
24 Periods, and any other information required to effectuate the Settlement ("Class Data"). The
25 Settlement Administrator will calculate each Participating Class Member's estimated *pro-rata*
26 share of the Net Settlement Amount ("Individual Class Payment") and each Aggrieved
27 Employee's estimated *pro-rata* share of the twenty-five percent (25%) portion of the PAGA
28 Penalties ("Individual PAGA Payment"). The Settlement Administrator will also receive Requests

1 for Exclusion from the Class Settlement, objections to the Class Settlement, and disputes regarding
2 Workweeks and/or PAGA Pay Periods; provide necessary reports and declarations; calculate,
3 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
4 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
5 including and not limited to, mailing payments to the Participating Class Members and Aggrieved
6 Employees; providing the necessary translations for the Class Notice (Spanish); and perform any
7 other usual and customary duties for administering a class action settlement. On a weekly basis,
8 the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with
9 summary information as to the number of valid and timely Requests for Exclusion and complete
10 and timely Objections received. The Settlement Administrator will provide Class Counsel with
11 proof of mailing of the Class Notice, without listing individual Class Member names or contact
12 information, which the Settlement Administrator will file with the Court at the time Class Counsel
13 files its motion for final approval of the Settlement. The Administration Expenses are currently
14 estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) and will be
15 paid out of the Gross Settlement Amount, subject to approval of the Court. Class Counsel represent
16 that they do not, nor does Plaintiff, have any interest or relationship, financial or otherwise, with
17 the Settlement Administrator other than a professional relationship arising out of prior experiences
18 administering settlements.

19 16. Based on investigation and information discovered, Class Counsel believe that there
20 is sufficient evidence to support the allegations made in the lawsuits, including the allegations that
21 Defendant, with respect to Plaintiff and the putative class members and aggrieved employees, *inter*
22 *alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to
23 provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
24 wages during employment and upon termination of employment, failed to provide compliant wage
25 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
26 expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties
27 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
28 2698, et seq.). Plaintiff also asserted that he and other putative class members and aggrieved

1 employees were expected to perform similar job duties and were subject to the same or similar
2 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
3 that Defendant's recordkeeping practices with respect to Plaintiff and putative class members and
4 aggrieved employees were substantially the same during the time period at issue. As a result of
5 said alleged uniform practices, Plaintiff claims that they and putative class members and aggrieved
6 employees were uniformly not paid all of the compensation that was owed to them by Defendant.
7 Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined
8 by Defendant's uniform operations and employment practices, policies, and procedures that
9 Plaintiff alleges applied across their hourly-paid or non-exempt employees in California during
10 the relevant time period.

11 17. Class Counsel are aware of the defenses and position of Defendant, but believe that
12 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel have
13 also taken into account the uncertainty and risk of the outcome of further litigation, and the
14 difficulties and delays inherent in such litigation, including those involved in class certification
15 and/or representative adjudication. Class Counsel further recognizes the burdens of proof
16 necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and
17 the difficulties in establishing entitlement to monetary recovery. Class Counsel have also
18 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
19 experienced and well-regarded in complex labor and employment matters.

20 18. Defendant, on the other hand, denied and continues to deny any liability and
21 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that
22 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
23 than this Settlement. Defendant believes that they would ultimately succeed in the matter. Both
24 sides have also had the opportunity to conduct investigations and gather documents and
25 information relating to Plaintiff's, Class Members' and Aggrieved Employees' employment with
26 Defendant, and Defendant's operations and employment policies, practices, and procedures.
27 Counsel for the Parties also reviewed and analyzed a volume of documents and data, including but
28 not limited to a detailed sampling of Class Members' and Aggrieved Employees' time and pay

1 information, to determine the potential value and strength of the claims. The available information
2 enabled Class Counsel to assess and value the class and PAGA claims and prepare violation,
3 damages, and penalties analyses and models. Accordingly, counsel for the Parties have conducted
4 adequate investigation to be sufficiently informed of the nature and extent of the class and PAGA
5 claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and
6 reasonableness. The Settlement takes into account the strengths and weaknesses of each side's
7 position and the uncertainty of how the cases might have concluded at certification, trial, and/or
8 appeals.

9 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
10 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
11 (i.e., \$243,500.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand
12 Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross Settlement Amount,
13 subject to approval by the Court. Although the Settlement Agreement provides for Attorneys'
14 Fees up to 35% of the Gross Settlement Amount, Class Counsel only seeks fees equal to one-third
15 of the Gross Settlement Amount, or One Hundred Forty-Seven Thousand Five Hundred Dollars
16 and Zero Cents (\$147,500.00). It should be noted that Class Counsel have borne all of the risks
17 and costs of litigation and will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
19 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff as Class Representative Service Payment,
20 to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent
21 considerable time and effort to produce relevant documents and past employment records and to
22 provide the facts and evidence necessary to attempt to prove the allegations, including and not
23 limited to, by way of working with Class Counsel to prepare responses to discovery requests that
24 were propounded on her by Defendant. Plaintiff was available whenever Class Counsel needed
25 her and actively tried to obtain information that would facilitate the pursuit of the matter.
26 Accordingly, it is appropriate and just for Plaintiff to receive a Class Representative Service
27 Payment, in addition to an individual settlement payment, for services performed in the matter on
28 behalf of the Class, Aggrieved Employees, and the State of California.

21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class Counsel further submit that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 13th day of May 2024, at Glendale, California.



Brian J. St. John

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Lesley Munoz (“Plaintiff”) and Defendant Uka’s Big Saver Foods, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Lesley Munoz, et al. v. UKA Big Saver Foods, Inc., et al.*, Case No. 19STCV24268, initiated on July 12, 2019 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Rust Consulting, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all hourly-paid or non-exempt employees who performed work in California for Defendant at any time from July 12, 2015 through the date the Court grants preliminary approval of the settlement.
- 1.5. “Class” means all hourly-paid or non-exempt employees who performed work in California for Defendant at any time from July 12, 2015 through the date the Court grants preliminary approval of the settlement.
- 1.6. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Brian J. St. John of Lawyers *for* Justice, PC, and all the lawyers of this firm acting on behalf of Plaintiff and the Class.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods, during the Class Period and PAGA Period respectively.
- 1.9. “Class Member” means a member of the Class.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the Court approved Notice Of Class Action Settlement and Hearing Date For Final Court Approval, to be mailed to Class Members in English with a Spanish translation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from July 12, 2015 through the date the Court grants preliminary approval of the settlement.
- 1.13. “Class Representative” means Lesley Munoz, who is seeking Court approval to serve as Class Representative.
- 1.14. “Class Representative Service Payment” mean the payment to the Class Representative for initiating the Action, providing services in support of the Action, and entering into a general release of all claims.
- 1.15. “Class Settlement” means the settlement and resolution of all Released Class Claims.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Defendant Uka’s Big Saver Foods, Inc.
- 1.18. “Defense Counsel” means Richard J. Simmons, Robert Mussig, and Richard B. Azada of Sheppard, Mullin, Richter and Hampton LLP.
- 1.19. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Notice of Entry of Order and/or Judgment is served on Defendant by Class Counsel; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal or other challenge is filed, the sixty-first (61st) day following service of the Notice of Entry of the Court’s Order and/or Judgment; (ii) in the event of an appeal, the date of affirmance of the Order Granting Final Approval and/or the date Judgment becomes final under the California Rules of Court; (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment; or (iv) the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and the issuance of remittitur.
- 1.20. “Employee Paid Taxes” means taxes paid by an individual employee, including but not limited to taxes paid pursuant to the Federal Insurance Contributions Act, federal income tax, state disability insurance, and state income tax payments.

- 1.21. “Employer Paid Taxes” means taxes paid by the employer, including taxes paid pursuant to the Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Gross Settlement Amount” means \$442,500.00, which is the total gross amount Defendant agrees to pay under the Settlement except for the Employer Paid Taxes. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, all interest payments, and all applicable Employee Paid Taxes.
- 1.25. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties (i.e., the PAGA Employee Amount) calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency.
- 1.29. “LWDA PAGA Payment” means the 75% share of the PAGA Penalties which is to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments, including all Employee Paid Taxes.
- 1.31. “Notice of Objection” means a Participating Class Member’s written objection to the Class Settlement.
- 1.32. “PAGA Employee Amount” means the 25% share of the PAGA Penalties to be distributed to Aggrieved Employees on a *pro rata* basis based on the number of Workweeks worked during the PAGA Period.

- 1.33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for any Defendant for at least one day during the PAGA Period.
- 1.34. “PAGA Period” means the period from July 12, 2015 through the date the Court grants preliminary approval of the settlement.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.36. “PAGA Notice” means Plaintiff Lesley Munoz’s July 20, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), attached as Exhibit B and incorporated by reference into this Agreement.
- 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.38. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. “Plaintiff” means Plaintiff Lesley Munoz.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.45. “Released Parties” means Defendant and each of its past, present, and future agents, executive- and/or managerial-level employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, staffing agencies and companies, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), common law employers, potential and alleged common law employers, contractors, lenders, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated

organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future executive level employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have the Response Deadline extended by an additional 14 calendar days.
- 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. “Workweek” means any week during which a Class Member worked for any Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On July 12, 2019, Plaintiff Lesley Munoz and Giovanni Estrella commenced this Action by filing a Class Action Complaint for Damages (“Original Complaint”) alleging causes of action against Defendant Uka’s Big Saver Foods, Inc. for (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages due upon termination; (6) failure to timely pay wages during employment; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required payroll records; (9) failure to reimburse employees for necessary business expenses incurred in the discharge of their duties; and (10) unfair business practices.
- 2.2. On October 26, 2020, Plaintiff and Giovanni Estrella filed a First Amended Class Action Complaint for Damages (“First Amended Complaint”) asserting a single cause of action for unfair business practices pursuant to California Business & Professions Code sections 17200, *et seq.* based on all of the same facts alleged in the Original Complaint.
- 2.3. On April 12, 2024, Class Counsel filed a motion to be relieved as Giovanni Estrella’s counsel. On May 6, 2024, the Court entered an order relieving Class Counsel as Giovanni Estrella’s attorneys in this suit.
- 2.4. On July 20, 2023, pursuant to Labor Code section 2699.3, Plaintiff provided written notice to Defendant by Certified Mail and to the LWDA by online

submission of the specific provisions of the California Labor Code that Defendant allegedly violated by sending the PAGA Notice in compliance with all statutory requirements. In order to facilitate the global settlement of the Action and the claims alleged in the PAGA Notice, the Parties have agreed that Plaintiff shall file a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, § 2698 *et seq.* (“Second Amended Complaint”), attached as Exhibit C and incorporated by reference into this Agreement. The Second Amended Complaint shall assert a PAGA claim coextensive with the claims and allegations in the Original Complaint and First Amended Complaint, including allegations regarding (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages due upon termination; (6) failure to timely pay wages during employment; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required payroll records; and (9) failure to reimburse employees for necessary business expenses incurred in the discharge of their duties. Defendant shall waive any statute of limitations defense to the PAGA claim for settlement purposes only. A stipulation and proposed order reflecting the Parties’ agreement regarding the filing of the Second Amended Complaint shall be filed with the Court on or before the date Plaintiff files her Motion for Preliminary Approval. The Parties’ consent to this Agreement is expressly conditioned upon the Court approving the filing of the Second Amended Complaint. Defendant shall not be required to file any response to the Second Amended Complaint. Defendant’s current operative answer shall be deemed the answer to the Second Amended Complaint. If the Court declines to grant Preliminary Approval or Final Approval of the Settlement, the Parties agree, as a material term of this Agreement, that Plaintiff shall file a Third Amended Complaint that will be the same as the First Amended Complaint except that it will be titled and identified as a Third Amended Complaint, which will effect a dismissal of the PAGA claim, and the Action will resume as if this Agreement had not been entered into, unless the Parties jointly seek reconsideration of the Court’s ruling declining Preliminary Approval or Final Approval or seek Court approval of a renegotiated settlement.

- 2.5. Defendant denies all allegations in the Action, denies any failure to comply with the statutes, regulations or other laws cited by Plaintiff in the Action, and denies any and all liability for any cause of action alleged in the Action.
- 2.6. On September 3, 2020, the Parties participated in an all-day mediation presided over by mediator Eve Wagner. The matter did not settle at mediation. However, following the mediation, Ms. Wagner remained in contact with the Parties and continued to facilitate settlement discussions between the Parties. These efforts led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiff obtained thousands of pages of Defendant’s non-exempt employees’ time and pay records, all relevant wage-hour policies and procedures, sample meal period waivers, and other relevant materials. The Parties litigated this matter for more than three years, and thus Plaintiff’s investigation

was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.8. The Court has not granted class certification, as the parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.
- 2.9. 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.
- 2.10. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$442,500.00 and no more as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. All Employee Paid Taxes will be paid from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any Employer Paid Taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to Plaintiff’s Individual Settlement Payment and Individual

PAGA Payment, if any, paid pursuant to the Settlement, and is conditioned on Plaintiff's agreement to a general release of all claims.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$157,500.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel, any other Plaintiff's Counsel, Class Members, or Aggrieved Employees arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fees Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class

Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for 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. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Class Members who submit a valid and timely Request for Exclusion will not receive any Individual Class Payments. Aggrieved Employees shall still receive an Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the PAGA Employee Amount as a satisfaction and release of the Released PAGA claims.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employee Amount (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, from July 12, 2015 through February 6, 2023, Defendant estimates there are 2,129 Class Members who collectively worked approximately 99,688 Workweeks. This number of Workweeks does not include Workweeks previously released by individual settlement agreements Defendant entered into with certain Class Members. It is understood and acknowledged that Defendant has already paid for the release of those Workweeks and while they will be included in the Released

Class Claims, they will not be included in any Workweek count made pursuant to this Agreement nor will they count toward any per-workweek valuation of this Settlement. Defendant represents that as of August 11, 2023, there were no more than 110,000 Workweeks, understanding that the Workweeks previously released by the individual settlement agreements are not included in this number. If the number of Workweeks exceeds 110,000, excluding Workweeks previously released by the individual settlement agreements, the Gross Settlement Amount shall be increased on a proportional basis by the same number of percentage points above 10% (e.g., if the number of Workweeks during the Release Period exceeds 110,000 by 11% to 122,100, the Gross Settlement Amount will increase by 1%) or, alternatively, Defendant may, in its sole discretion choose to cut the Class Period off at an earlier date in order to limit or eliminate any increase in the Gross Settlement Amount.

- 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and the Employer Paid Taxes, by transmitting the funds to the Administrator no later than 20 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Employee Paid Taxes. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date

(not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, with Employee Paid Taxes withheld and paid from the Gross Settlement Amount. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release and Waiver of Rights Under California Civil Code Section 1542. Upon the Effective Date and as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby releases all claims related to her employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which 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 PARTIES.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Plaintiff's Release includes all claims asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts and claims alleged. Plaintiff's Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and/or rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.*; the California Civil Code; the California Code of Regulations; the California Code of Civil Procedure, including California Code of Civil Procedure sections 382 and 1021.5; California common law; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; the Code of Federal Regulations; and

federal common law. Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The "Released Class Claims" means all claims that were alleged, or could have been alleged, in the Action and/or arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, failure to pay double-time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and/or rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; failure to timely pay final wages; unfair business practices related to the Released Class Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys' fees and costs. The Released Class Claims expressly include, without limitation, all such claims under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.*; the California Civil Code; the California Code of Regulations; the California Code of Civil Procedure, including California Code of Civil Procedure sections 382 and 1021.5; California common law; the Fair Labor

Standards Act, 29 U.S.C. §§ 201, *et seq.*; the Code of Federal Regulations; and federal common law. The Released Class Claims excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). Except as set forth in Paragraph 5.1 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The Released Class Claims are limited to the Class Period.

- 5.3. Release by Aggrieved Employees: All Aggrieved Employees, including those who timely and effectively exclude themselves from (opt-out of) the Class Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive a *pro rata* portion of PAGA Employee Amount. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action, based on the allegations asserted in Plaintiff's Original Complaint, First Amended Complaint, Second Amended Complaint and/or in the PAGA Notice. The Released PAGA Claims include, without limitation, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and/or rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include, without limitation, claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2800, and 2802). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals, and to provide Defense Counsel with a copy of the same at least five (5) calendar days prior to filing.

- 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Plaintiff's Responsibilities. The Motion for Preliminary Approval that is delivered to Defense Counsel at least five (5) calendar days prior to filing will include: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff 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 their competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(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 Administrator.
- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for executing declarations disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and confirming that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the

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

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3. Notice to Class Members.
- 7.3.1 No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks, and PAGA Pay Periods in the Class Data.
- 7.3.2 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, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.3.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.3.4 The deadlines for Class Members' Notices of Objection, Workweeks/Pay Periods disputes, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5 If the Administrator, Defendant 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 the 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, whichever are later.

7.4. Requests for Exclusion (Opt-Outs).

- 7.4.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes: (1) the case name and number of the Action; (2) the Class Member's full name, address, email address, telephone number, and last four digits of his or her Social Security Number; (3) the signature of the Class Member; (4) a clear statement that the Class Member requests to be excluded from the Settlement; and (5) is sent to the Administrator no later than the Response Deadline. Requests for Exclusion submitted to the Administrator by mail must be postmarked no later than the Response deadline.
- 7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to

question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release of Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4 Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Aggrieved Employees will release the Released PAGA Claims and receive an Individual PAGA Payment regardless of whether they submit a valid and timely Request for Exclusion.

7.5. Workweeks/Pay Periods Disputes. Class Members who wish to dispute the number of Workweeks during the Class Period and/or PAGA Pay Periods (if any) during the PAGA Period allocated to the Class Member in the Class Notice must send the Administrator, by mail, a written Workweeks/Pay Periods Dispute, including: (1) the case name and number of the Action; (2) the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) a statement setting forth the number of Workweeks and/or PAGA Period during the Class Period and/or PAGA Period that he or she contends is correct; and (4) attach any relevant documentation in support thereof; A Workweeks/Pay Periods Dispute must be submitted to the Administrator no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks/Pay Periods disputes to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6. Objections to Settlement.

7.6.1 Only Participating Class Members may object to the Class 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. Class Members may not object to the PAGA Settlement.

- 7.6.2 Participating Class Members may send Notices of Objections to the Administrator by mail. A written Notice of Objection to the Class Settlement must: (1) contain the case name and number of the Action; (2) contain the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) clearly state the grounds for the objection; (4) state whether the Class Member intends to appear at the Final Approval Hearing; and (5) be submitted no later than the Response Deadline. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, regardless of whether they have submitted a written Notice of Objection. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.6.3 Class Members who submitted a valid and timely Request for Exclusion have no right to object to any components of the Settlement.
- 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.7.1 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.
- 7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other

things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, Workweeks/Pay Periods disputes received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.7.4 Workweeks/Pay Periods Disputes. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Workweeks/Pay Periods disputes. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.7.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is 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 it received (both valid or invalid), the number of written Notices of Objection it received, the number of Workweeks/Pay Periods disputes it received and the outcome of the challenges, and attach the Exclusion List, copies of all Requests for Exclusion it received (both valid and invalid), and copies of all written Notices of Objection it received. 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.
- 7.7.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

- 8. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 2 percent (2%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio,

have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administrator Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an

objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
10. 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 a proposed amended judgment.
11. ADDITIONAL PROVISIONS.
- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that 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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the 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).
- 11.2. Publicity. Neither side shall publicize the settlement, including but not limited to communications with the media or through any social media, unless so ordered by the Court. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience nor restrict Class

Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Class Counsel shall not at any time list or publicize the action or settlement on its website or any advertising material. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Eve Wagner, and/or the Court for resolution.
- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9. Modification of Agreement. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the

Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.

- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, protective order, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of class data/information received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of class data/information.
- 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day

sent by email or messenger, addressed as follows:

To Plaintiff:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone (818) 265-1020
Facsimile (818) 265-1021
arby@calljustice.com
joanna@calljustice.com
brian@calljustice.com

To Defendants:

Richard J. Simmons, Esq.
Robert Mussig, Esq.
Richard B. Azada, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppardmullin.com
rmussig@sheppardmullin.com
razada@sheppardmullin.com

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

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330(a), the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended for the period between the filing of the motion for preliminary approval and the entry of Judgment. If the Court denies Preliminary Approval or Final

Approval of the Settlement, the Parties agree that the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended to 30 days after the date on which the Court issues an order denying the Motion for Preliminary Approval or the Motion for Final Approval.

IT IS SO AGREED.

[Signatures on Next Page]

Dated: 05/13/2024

Plaintiff Lesley Munoz


Nintex AssureSign® 2024-05-13 20:59:25 UTC - 174.193.194.93
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Lesley Munoz

Defendant Uka's Big Saver Foods, Inc.

Dated: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: May 13, 2024


By: _____

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.

Attorneys for Plaintiff Lesley Munoz

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

Dated: _____

By: _____

Richard J. Simmons, Esq.
Robert Mussig, Esq.
Richard B. Azada, Esq.

Plaintiff Lesley Munoz

Dated: _____

Lesley Munoz

Defendant Uka's Big Saver Foods, Inc.

Dated: 5/9/2024

By: _____  _____

Name: Jose Huerta

Title: Chief executive officer

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: _____

By: _____

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.

Attorneys for Plaintiff Lesley Munoz

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

Dated: May 13, 2024

By: _____  _____

Richard J. Simmons, Esq.
Robert Mussig, Esq.
Richard B. Azada, Esq.

EXHIBIT A

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

Lesley Munoz, et al. v. Uka's Big Saver Foods, Inc., et al.

Los Angeles Superior Court Case No. 19STCV24268

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Uka's Big Saver Foods, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Lesley Munoz ("Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs and other relief for a class of hourly employees ("Class Members") who worked for Defendant in California during the Class Period (July 12, 2015 to [insert date of preliminary approval]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant in California during the PAGA Period (_____ to [insert date of preliminary approval]) ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked ____ Workweeks** during the Class Period and **you worked ____ Pay Periods** during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Defendant that are covered by this Settlement ("Released Class Claims," as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [insert 60-day Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined in Section 3 of this Notice).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [insert 60-day	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts

Response Deadline]	requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert hearing date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [insert hearing date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Workweeks/Pay Periods Disputes Must be Submitted by [insert 60-day Response Deadline]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert 60-day Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: *Lawyers for Justice, PC* (“Class Counsel”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final

Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$442,500.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the day after the time to appeal the Judgment has expired with no appeal having been filed, or a later date if there is an appeal.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$157,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to Plaintiff Lesley Munoz, as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$25,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay “Employer Paid Taxes” (defined as “taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments”) it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [insert Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [insert 60-day Response Deadline] Response Deadline. The Request for Exclusion is a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA

Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the “Released Class Claims.”

The “Released Class Claims” means all claims that were alleged, or could have been alleged, in the Action and/or arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, failure to pay double-time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and/or rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; failure

to timely pay final wages; unfair business practices related to the Released Class Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys' fees and costs. The Released Class Claims expressly include, without limitation, all such claims under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.*; the California Civil Code; the California Code of Regulations; the California Code of Civil Procedure, including California Code of Civil Procedure sections 382 and 1021.5; California common law; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; the Code of Federal Regulations; and federal common law.

The Released Class Claims excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). Except as set forth in Paragraph 5.1 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The Released Class Claims are limited to the Class Period

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

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action, based on the allegations asserted in Plaintiff's original Complaint, First Amended Complaint, Second Amended Complaint and/or in the PAGA Notice. The Released PAGA Claims include, but are not limited to, claims for unpaid wages, including failure to pay minimum wages, straight time

compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and/or rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include but are not limited to claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2800, and 2802). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods during the PAGA Period worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods during the PAGA Period worked by each individual Aggrieved Employee.
3. Workweeks/Pay Periods Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [insert 60-day Response Deadline] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Munoz, et al. v. Uka's Big Saver Foods, Inc.*, Los Angeles Superior Court Case No. 19STCV24268, and include your identifying information (full name, address, and email address or telephone number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert 60-day Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [insert hearing date] 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, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [insert website] or the Court's website at <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objection to the Administrator is [insert 60-day Response**

Deadline]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Munoz, et al. v. Uka's Big Saver Foods, Inc.*, Los Angeles Superior Court Case No. 19STCV24268, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert hearing date] at [insert time] in Department 012 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [insert website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 19STCV24268. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

Class Counsel:

Arby Aiwarzian, Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone (818) 265-1020

Facsimile (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B



July 20, 2023

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: UKA'S BIG SAVER FOODS, INC.

Dear Representative:

We have been retained to represent Lesley Munoz against UKA Big Saver Foods, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "UKA") for violations of California wage-and-hour laws.

Ms. Munoz is the named plaintiff in Los Angeles County Superior Court Case No. 19STCV24268, entitled *Lesley Munoz, et al. vs. UKA Big Saver Foods, Inc.* ("Lawsuit"), which alleges that UKA violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" and "**Attachment B**" are the original Complaint and First Amended Complaint (collectively, the "Complaints") filed in the Lawsuit, respectively, which are incorporated herein by reference.

For all of the reasons set forth in the Complaints and asserted in the Lawsuit, and also those espoused herein, Ms. Munoz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Munoz will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, UKA employed Ms. Munoz as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Ms. Munoz seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for UKA within the State of California.

Based on the facts and theories in the Complaints and asserted in the Lawsuit, and also those espoused herein, UKA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and IWC Wage Orders.

Among other things, UKA required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, UKA failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Munoz and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Ms. Munoz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. UKA's failure to pay overtime wages also includes, and is not limited to, UKA's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, UKA failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, UKA required Ms. Munoz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. UKA required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and/or failed to provide compliant meal periods. UKA also required aggrieved employees to remain on the work premises during meal and rest breaks.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, UKA failed to pay Ms. Munoz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, UKA willfully failed to pay the wages due to Ms. Munoz and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Ms. Munoz and other aggrieved employees were not paid at the time of their discharge wages earned and

unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and/or for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, UKA failed to pay Ms. Munoz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Ms. Munoz and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and/or for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, UKA did not provide Ms. Munoz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from UKA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Munoz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Munoz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Munoz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Munoz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Munoz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any

case shall be kept on file for not less than two years. During the relevant time period, UKA failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Ms. Munoz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, UKA did not provide Ms. Munoz and other aggrieved employees with the minimum wages to which they were entitled for work performed, including work performed “off-the-clock.” For example, UKA effectively paid zero dollars per hour for time Ms. Munoz and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Ms. Munoz and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Munoz and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by UKA.

Therefore, on behalf of all aggrieved employees, Ms. Munoz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaints and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,



Brian J. St. John, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

UKA Big Saver Foods, Inc.
c/o Richard Azada, Richard J. Simmons, Robert E. Mussig, and Allison Cheffer
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Attorney
333 South Hope Street, 43rd Floor
Los Angeles, California 90071

EXHIBIT C

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

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

LESLEY MUNOZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
GIOVANI ESTRELLA, individually, and on
behalf of other members of the general public
similarly situated

Plaintiffs,

vs.

UKA'S BIG SAVER FOODS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19STCV24268

**[PROPOSED] SECOND AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES & ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §2698,
ET. SEQ.**

- (1) Violation of California Business &
Professions Code §§ 17200, et seq.
- (2) Violation of California Labor Code
§2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiff LESLEY MUNOZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff LESLEY MUNOZ is an individual residing in the State of California, County of Los Angeles.

///

1 6. Defendant UKA’S BIG SAVER FOODS, INC., at all times herein mentioned,
2 was and is, upon information and belief, a California corporation and, at all times herein
3 mentioned, an employer whose employees are engaged throughout the State of California,
4 including the County of Los Angeles.

5 7. At all relevant times, Defendant UKA’S BIG SAVER FOODS, INC. was the
6 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

7 8. At all times herein relevant, Defendants UKA’S BIG SAVER FOODS, INC.,
8 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
10 assigns, each of the other, and at all times relevant hereto were acting within the course and
11 scope of their authority as such agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

15 9. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
17 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
18 information and belief allege, that each of the defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
21 Plaintiff will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 10. Defendant UKA’S BIG SAVER FOODS, INC. and DOES 1 through 100 will
24 hereinafter collectively be referred to as “Defendants.”

25 11. Plaintiff further allege that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiff and the other class members so as to make each of said Defendants employers liable
28

1 under the statutory provisions set forth herein.

2 **CLASS ACTION ALLEGATIONS**

3 12. Plaintiff brings this action on their own behalf and on behalf of all other
4 members of the general public similarly situated, and, thus, seeks class certification under
5 California Code of Civil Procedure section 382.

6 13. The proposed class is defined as follows:

7 All current and former hourly-paid or non-exempt employees who worked for
8 any of the Defendants within the State of California at any time during the
9 period from July 12, 2015 to final judgment and who reside in California.

10 14. Plaintiff reserves the right to establish subclasses as appropriate.

11 15. The class is ascertainable and there is a well-defined community of interest in
12 the litigation:

- 13 a. Numerosity: The class members are so numerous that joinder of all class
14 members is impracticable. The membership of the entire class is
15 unknown to Plaintiff at this time; however, the class is estimated to be
16 greater than fifty (50) individuals and the identity of such membership is
17 readily ascertainable by inspection of Defendants' employment records.
- 18 b. Typicality: Plaintiff' claims are typical of all other class members' as
19 demonstrated herein. Plaintiff will fairly and adequately protect the
20 interests of the other class members with whom they have a well-defined
21 community of interest.
- 22 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
23 each class member, with whom they have a well-defined community of
24 interest and typicality of claims, as demonstrated herein. Plaintiff has no
25 interest that is antagonistic to the other class members. Plaintiff'
26 attorneys, the proposed class counsel, are versed in the rules governing
27 class action discovery, certification, and settlement. Plaintiff has
28

1 incurred, and during the pendency of this action will continue to incur,
2 costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

5 d. Superiority: A class action is superior to other available methods for the
6 fair and efficient adjudication of this litigation because individual joinder
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class
9 action will advance public policy objectives. Employers of this great
10 state violate employment and labor laws every day. Current employees
11 are often afraid to assert their rights out of fear of direct or indirect
12 retaliation. However, class actions provide the class members who are
13 not named in the complaint anonymity that allows for the vindication of
14 their rights.

15 16. There are common questions of law and fact as to the class members that
16 predominate over questions affecting only individual members. The following common
17 questions of law or fact, among others, exist as to the members of the class:

- 18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the California Labor Code, was willful;
20 b. Whether Defendants had a corporate policy and practice of failing to pay
21 their hourly-paid or non-exempt employees within the State of California
22 for all hours worked and missed (short, late, interrupted, and/or missed
23 altogether) meal periods and rest breaks in violation of California law;
24 c. Whether Defendants required Plaintiff and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiff
27 and the other class members;
28

- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant.

1 18. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code that provides for a civil penalty, including unpaid wages and premium
3 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of herself and other current or former employees pursuant to procedures outlined in
6 California Labor Code section 2699.3.

7 19. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
8 employee, who is any person that was employed by the alleged violator and against whom one
9 or more of the alleged violations was committed.

10 20. Plaintiff was employed by Defendant and the alleged violations were committed
11 against her during her time of employment and she is, therefore, an aggrieved employee.
12 Plaintiff and the other employees are “aggrieved employees” as defined by California Labor
13 Code Section 2699 (c) in that they are current or former employees of Defendant, and one or
14 more of the alleged violations were committed against them.

15 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
17 following requirements have been met:

18 a. The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee Notice”) to the LWDA and by certified mail to
20 the employer of the specific provisions of the California Labor Code
21 alleged to have been violated, including the facts and theories to support
22 the alleged violations.

23 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
24 employer and the aggrieved employee by certified mail that it does not
25 intend to investigate the alleged violations within sixty (60) calendar
26 days of the postmark date of the Employer Notice. Upon receipt of the
27 LWDA Notice or if the LWDA Notice is not provided within sixty-five
28

(65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On July 20, 2023, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant UKA Big Savor Foods, Inc. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of submission of Plaintiff's notice.

23. Therefore, the administrative prerequisites under California Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and applicable Welfare Commission Wage Orders have been satisfied.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately February 2015 to approximately June 2016, in the State of California, County of Los Angeles.

26. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

27. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff' and the other class members'

1 employment, and to supervise their daily employment activities.

2 28. Defendants exercised sufficient authority over the terms and conditions of
3 Plaintiff' and the other class members' employment for them to be joint employers of Plaintiff
4 and the other class members.

5 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
6 class members.

7 30. Defendants continue to employ hourly-paid or non-exempt employees within the
8 State of California.

9 31. Plaintiff and the other class members worked over eight (8) hours in a day,
10 and/or forty (40) hours in a week during their employment with Defendants.

11 32. Plaintiff is informed and believes, and based thereon allege, that Defendants
12 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
13 employees within the State of California. This pattern and practice involved, *inter alia*, failing
14 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
15 breaks in violation of California law.

16 33. Plaintiff is informed and believes, and based thereon allege, that Defendants
17 knew or should have known that Plaintiff and the other class members were entitled to receive
18 certain wages for overtime compensation and that they were not receiving accurate overtime
19 compensation for all overtime hours worked.

20 34. Plaintiff is informed and believes, and based thereon allege, that Defendants
21 failed to provide Plaintiff and the other class members all required rest and meal periods during
22 the relevant time period as required under the Industrial Welfare Commission Wage Orders
23 and thus they are entitled to any and all applicable penalties.

24 35. Plaintiff is informed and believes, and based thereon allege, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 all meal periods or payment of one additional hour of pay at Plaintiff' and the other class
27 member's regular rate of pay when a meal period was missed, and they did not receive all meal
28

1 periods or payment of one additional hour of pay at Plaintiff' and the other class member's
2 regular rate of pay when a meal period was missed.

3 36. Plaintiff is informed and believes, and based thereon allege, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all rest periods or payment of one additional hour of pay at Plaintiff' and the other class
6 member's regular rate of pay when a rest period was missed, and they did not receive all rest
7 periods or payment of one additional hour of pay at Plaintiff' and the other class members'
8 regular rate of pay when a rest period was missed.

9 37. Plaintiff is informed and believes, and based thereon allege, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 at least minimum wages for compensation and that they were not receiving at least minimum
12 wages for all hours worked.

13 38. Plaintiff is informed and believes, and based thereon allege, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all wages owed to them upon discharge or resignation, including overtime and minimum wages
16 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
17 them at the time of their discharge or resignation.

18 39. Plaintiff is informed and believes, and based thereon allege, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all wages owed to them during their employment. Plaintiff and the other class members did
21 not receive payment of all wages, including overtime and minimum wages and meal and rest
22 period premiums, within any time permissible under California Labor Code section 204.

23 40. Plaintiff is informed and believes, and based thereon allege, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 complete and accurate wage statements in accordance with California law, but, in fact, they did
26 not receive complete and accurate wage statements from Defendants. The deficiencies
27 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
28

1 other class members.

2 41. Plaintiff is informed and believes, and based thereon allege, that Defendants
3 knew or should have known that Defendants had to keep complete and accurate payroll records
4 for Plaintiff and the other class members in accordance with California law, but, in fact, did
5 not keep complete and accurate payroll records.

6 42. Plaintiff is informed and believes, and based thereon allege, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to
8 reimbursement for necessary business-related expenses.

9 43. Plaintiff is informed and believes, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to compensate Plaintiff and the other class
11 members pursuant to California law, and that Defendants had the financial ability to pay such
12 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
13 represented to Plaintiff and the other class members that they were properly denied wages, all
14 in order to increase Defendants' profits.

15 44. During the relevant time period, Defendants failed to pay overtime wages to
16 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
17 class members were required to work more than eight (8) hours per day and/or forty (40) hours
18 per week without overtime compensation for all overtime hours worked.

19 45. During the relevant time period, Defendants failed to provide all requisite
20 uninterrupted meal and rest periods to Plaintiff and the other class members.

21 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members at least minimum wages for all hours worked.

23 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members all wages owed to them upon discharge or resignation.

25 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members all wages within any time permissible under California law, including, *inter*
27 *alia*, California Labor Code section 204.

49. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

50. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

51. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

52. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

53. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against UKA'S BIG SAVER FOODS, INC. and DOES 1 through 100)

54. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

56. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

57. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants'

1 policies and practices of requiring employees, including Plaintiff and the other class members,
2 to work overtime without paying them proper compensation violate California Labor Code
3 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
4 employees, including Plaintiff and the other class members, to work through their meal and
5 rest periods without paying them proper compensation violate California Labor Code sections
6 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum, and overtime
7 wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants'
8 policies and practices of failing to timely pay wages to Plaintiff and the other class members
9 violate California Labor Code sections 201, 202 and 204. Defendants also violated California
10 Labor Code sections 226(a), 1174(d), 2800 and 2802.

11 58. As a result of the herein described violations of California law, Defendants
12 unlawfully gained an unfair advantage over other businesses.

13 59. Plaintiff and the other class members have been personally injured by
14 Defendants' unlawful business acts and practices as alleged herein, including but not
15 necessarily limited to the loss of money and/or property.

16 60. Pursuant to California Business & Professions Code sections 17200, et seq.,
17 Plaintiff and the other class members are entitled to restitution of the wages and other monies
18 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections
19 510 and 1198.

20 61. Pursuant to California Business & Professions Code section 17200, et seq.,
21 Plaintiff and the other class members are entitled to restitution of the wages withheld and
22 retained by Defendants during a period that commences from four years preceding the filing of
23 this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure
24 section 1021.5 and other applicable laws; and an award of costs.

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1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, et seq.)**

3 **(Against UKA’S BIG SAVOR FOODS, INC. and DOES 1 through 100)**

4 62. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 61, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 63. PAGA expressly establishes that any provision of the California Labor Code
8 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, boards, agencies or employees for a violation of the
10 California Labor Code, may be recovered through a civil action brought by an aggrieved
11 employee on behalf of himself or herself, and other current or former employees.

12 64. Whenever the LWDA, or any of its departments, divisions, commissions,
13 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
14 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
15 assess a civil penalty.

16 65. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
17 employees” as defined by California Labor Code section 2699(c) in that they are all current or
18 former employees of Defendants, and one or more of the alleged violations was committed
19 against them.

20 **Failure to Pay Overtime**

21 66. Defendants’ failure to pay overtime in violation of the Wage Orders and
22 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or
23 unfair activity prohibited by California Business & Professions Code section 17200, et seq.

24 **Failure to Provide Meal Periods**

25 67. Defendants’ failure to provide legally required meal periods in violation of the
26 Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,
27 constitutes unlawful and/or unfair activity prohibited by California Business & Professions
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Code section 17200, et seq.

Failure to Provide Rest Periods

68. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Pay Minimum Wages

69. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Timely Pay Wages Upon Termination

70. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Timely Pay Wages During Employment

71. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Provide Compliant Wage Statements

72. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Keep Complete or Accurate Payroll Records

73. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Reimburse Necessary Business Expenses

74. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 2800 and 2802.

75. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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76. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

77. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other employees pursuant to the California Private Attorneys General Act, and on behalf of other members of the general public similarly situated request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other employees pursuant to the California Private Attorneys General Act, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first cause of action;
2. That Plaintiff be appointed as the representatives of the Class as to the first cause of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all minimum, overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

6. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

7. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

9. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

As to the Second Cause of Action

10. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 551, 552, 558. 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 2800 and 2802; and

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11. For such other and further relief as the Court may deem just and proper.

Dated: May 13, 2024

LAWYERS *for* JUSTICE, PC

By: _____
Brian J. St. John
Attorneys for Plaintiff

EXHIBIT 2



July 20, 2023

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: UKA'S BIG SAVER FOODS, INC.

Dear Representative:

We have been retained to represent Lesley Munoz against UKA Big Saver Foods, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "UKA") for violations of California wage-and-hour laws.

Ms. Munoz is the named plaintiff in Los Angeles County Superior Court Case No. 19STCV24268, entitled *Lesley Munoz, et al. vs. UKA Big Saver Foods, Inc.* ("Lawsuit"), which alleges that UKA violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" and "**Attachment B**" are the original Complaint and First Amended Complaint (collectively, the "Complaints") filed in the Lawsuit, respectively, which are incorporated herein by reference.

For all of the reasons set forth in the Complaints and asserted in the Lawsuit, and also those espoused herein, Ms. Munoz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Munoz will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, UKA employed Ms. Munoz as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Ms. Munoz seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for UKA within the State of California.

Based on the facts and theories in the Complaints and asserted in the Lawsuit, and also those espoused herein, UKA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 515, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and IWC Wage Orders.

Among other things, UKA required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, UKA failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Munoz and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Ms. Munoz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. UKA's failure to pay overtime wages also includes, and is not limited to, UKA's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, UKA failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, UKA required Ms. Munoz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. UKA required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and/or failed to provide compliant meal periods. UKA also required aggrieved employees to remain on the work premises during meal and rest breaks.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, UKA failed to pay Ms. Munoz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, UKA willfully failed to pay the wages due to Ms. Munoz and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Ms. Munoz and other aggrieved employees were not paid at the time of their discharge wages earned and

unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and/or for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, UKA failed to pay Ms. Munoz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Ms. Munoz and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and/or for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, UKA did not provide Ms. Munoz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from UKA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Munoz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Munoz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Munoz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Munoz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Munoz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any

case shall be kept on file for not less than two years. During the relevant time period, UKA failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Ms. Munoz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, UKA did not provide Ms. Munoz and other aggrieved employees with the minimum wages to which they were entitled for work performed, including work performed “off-the-clock.” For example, UKA effectively paid zero dollars per hour for time Ms. Munoz and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Ms. Munoz and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Munoz and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by UKA.

Therefore, on behalf of all aggrieved employees, Ms. Munoz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaints and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,



Brian J. St. John, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

UKA Big Saver Foods, Inc.
c/o Richard Azada, Richard J. Simmons, Robert E. Mussig, and Allison Cheffer
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Attorney
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Los Angeles, California 90071