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**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

1 This matter has come before the Honorable Carolyn Kuhl in Department SSC12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 5, 2024 at 10:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Lesley Munoz ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Sheppard, Mullin, Richeter, &
6 Hampton LLP appears as counsel for Defendant Uka's Big Saver Foods, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation and Agreement for Class
12 Action and PAGA Settlement Agreement and Class Notice ("Settlement," "Agreement," or
13 "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Brian J. St. John in
14 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based
15 on the Court's determination that the Settlement falls within the range of possible approval as fair,
16 adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. The Court hereby grants Plaintiff leave to file the [Proposed] Second Amended Class
21 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
22 Labor Code § 2698, Et Seq. ("Second Amended Complaint") which is attached hereto as "**EXHIBIT**
23 **A.**" The Second Amended Complaint shall be deemed filed as of the date of the entry of this Order,
24 and shall be the operative complaint in the Action for purposes of Settlement, including the release
25 of claims. Defendant shall not be required to file any response to the Second Amended Complaint.
26 Defendant's current operative answer shall be deemed the answer to the Second Amended
27 Complaint.

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1 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been
3 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
4 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
5 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
6 further prosecution of the cases. It further appears that the Settlement has been reached as the result
7 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

8 5. The Court preliminarily finds that the Settlement, including the allocations for the
9 Class Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Service
10 Payment, PAGA Penalties, Administration Expenses Payment, and payments to the Participating
11 Class Members and Aggrieved Employees provided thereby, appear to be within the range of
12 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
13 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
14 preliminarily finds that the monetary settlement awards made available to the Class Members and
15 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
16 outcome of further litigation relating to certification, liability, and damages issues.

17 6. The Court concludes that, for settlement purposes only, the proposed Class meets
18 the requirements for certification under section 382 of the California Code of Civil Procedure in
19 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
23 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
24 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
25 Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the
26 representatives of the Class.

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1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
2 follows:

3 All hourly-paid or non-exempt employees who performed work in California for
4 Defendant at any time during the Class Period. (“Class” or “Class Members”)

5 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Brian J. St.
6 John of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

7 9. The Court provisionally appoints Plaintiff Lesley Munoz as the representative of the
8 Class (“Class Representative”).

9 10. The Court provisionally appoints Rust Consulting, Inc. to handle the administration
10 of the Settlement (“Administrator”).

11 11. Within fourteen (14) calendar days of the date of this Order, Defendant shall prepare
12 a list, in an electronically usable format, for the Administrator containing for each Class Member,
13 to the extent Defendant has such information, the following: names; last known mailing addresses;
14 Social Security numbers; Workweeks; PAGA Pay Periods; and any other information required to
15 effectuate the Settlement (“Class List”). .

16 12. The Court approves, both as to form and content, the Notice of Class Action
17 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
18 “**EXHIBIT B.**” The Class Notice shall be provided to Class Members and Aggrieved Employees
19 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears
20 to fully and accurately inform the Class Members and Aggrieved Employees of all material elements
21 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting
22 a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA Pay
23 Periods credited to each of them, and of each Participating Class Member’s right and opportunity to
24 object to the Class Settlement by submitting an Objection to the Administrator. The Court further
25 finds that distribution of the Class Notice substantially in the manner and form set forth in the
26 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
27 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
28 to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice

1 in English and Spanish, by First-Class U.S. mail to all Class Members within fourteen (14) calendar
2 days after receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

3 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
4 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
5 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
6 Exclusion in conformity with the requirements set forth in the Class Notice, to the Administrator,
7 postmarked no later than the date which is sixty (60) calendar days after the Administrator mails the
8 Class Notice to Class Members and Aggrieved Employees (“Response Deadline”), or, in the case of
9 a re-mailed Class Notice, the Response Deadline will be extended by fourteen (14) calendar days
10 from the date of the original sixty (60) calendar day deadline. Any such person who timely and
11 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
12 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
13 to object, appeal, or comment thereon. Nevertheless, all hourly-paid or non-exempt employees who
14 performed work in California for Defendant at any time during the PAGA Period (“Aggrieved
15 Employees”) will be bound by the PAGA Settlement and will be issued their Individual PAGA
16 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
17 submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound
18 by the Settlement Agreement and any final judgment based thereon.

19 14. A Final Approval Hearing shall be held before this Court on
20 _____ at _____ a.m./p.m. in
21 Department SSC12 of the Los Angeles County Superior Court, located at 312 North Spring Street,
22 Los Angeles, California 90012, to determine all necessary matters concerning the Settlement,
23 including: whether the proposed settlement of the action on the terms and conditions provided for in
24 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
25 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
26 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
27 Members and Aggrieved Employees; and determine whether to finally approve the requests for the
28 Class Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Service

1 Payment, and Administration Expenses Payment.

2 15. Class Counsel shall file a motion for final approval of the Settlement and for Class
3 Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Service
4 Payment, and Administration Expenses Payment, along with the appropriate declarations and
5 supporting evidence, including the Administrator's declaration, by
6 _____, to be heard at the Final
7 Approval Hearing.

8 16. To object to the Class Settlement, a Class Member may submit his or her Objection
9 in writing to the Administrator on or before the Response Deadline. The written Objection must be
10 signed and must contain the information that is required, as set forth in the Class Notice, including
11 and not limited to the grounds for the Objection. Participating Class Members may also present their
12 Objection orally at the Final Approval Hearing, regardless of whether they have submitted an
13 Objection.

14 17. The Settlement is not a concession or admission, and shall not be used against
15 Defendant as an admission or indication with respect to any claim of any fault or omission by
16 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
17 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
18 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
19 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
20 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
21 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
22 implementation, interpretation, or enforcement of the Settlement.

23 18. In the event the Settlement does not become effective in accordance with the terms
24 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
25 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
26 vacated, and the Parties shall revert back to their respective positions as of before entering into the
27 Settlement Agreement.

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1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and Aggrieved Employees, and retains jurisdiction to consider all further applications
4 arising out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____
The Honorable Carolyn Kuhl
Judge of the Superior Court

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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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.

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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
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under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

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

13. The proposed class is defined as follows:

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

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

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

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

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;
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- 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
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(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
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1 periods or payment of one additional hour of pay at Plaintiff's 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's 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's 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 B

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.