

D.LAW, INC.

Enoch J. Kim (SBN 261146)

Marta Manus (SBN 260132)

250 N Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Emails: e.kim@d.law; m.manus@d.law

Attorneys for Plaintiff BADER AQIL,
on behalf of himself and all others similarly situated

Zorik Mooradian, Esq., CSB No. 136636

zorik@mooradianlaw.com

Nanor C. Kamberian, Esq., CSB No. 316612

nanor@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302

Telephone: (818) 487-1998 ▪ Facsimile: (888) 783-1030

Attorneys for Plaintiffs Carlos Nieto and Clarence Johnson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BADER AQIL, an individual, on behalf of
himself and all others similarly situated

Plaintiff,

vs.

TOWNE PARK, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV19863

CLASS ACTION

Assigned for all purposes to:

Hon. Bruce G. Iwasaki

Department: 11, Spring Street

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 17, 2026

Time: 11:00 a.m.

Dept.: 11

Original Complaint filed: August 18, 2023

First Amended Complaint: December 21, 2023

Second Amended Complaint: March 25, 2026

Trial: None set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Bader Aqil and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On August 18, 2023, Plaintiff Bader Aqil commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§1174, 1774.5 (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802, and (12) Violation of Business & Professions Code § 17200 *et seq.* On the same day, August 18, 2023, Plaintiff Bader Aqil gave timely notice to the LWDA and Defendant that Plaintiff Bader Aqil intended to proceed with a representative action under PAGA (LWDA-CM-976337-23) pursuant to Labor Code § 2699.3, subd. (a). Attached hereto as **Exhibit 5** is Plaintiff Aqil's letter to the LWDA. On December 21, 2023, Plaintiff Bader Aqil filed a First Amended Complaint, which added claims for Civil Penalties under Labor Code § 2698, *et seq.*

3. On September 29, 2023, Plaintiff Carlos Nieto submitted a Notice of PAGA violations with LWDA on behalf of Mr. Nieto and other aggrieved employees. On September 29, 2023, Plaintiff Carlos Nieto filed an individual and representative action under the PAGA entitled Carlos Nieto v. Towne Park, LLC in Los Angeles County Superior Court (Case No. 23SMCV04635) and alleged most of the same wage and hour violations as plead by Mr. Aqil. Plaintiffs Carlos Nieto and Clarence Johnson (who was added to the Nieto action per stipulation and order of the Court) filed their operative Second Amended Complaint ("SAC") on April 3,

2025, alleging in addition the following wage and hour claims: Release of Claims for Wage Violations (Ninth Cause of Action), and Reporting Time Violations (Tenth Cause of Action).

4. On May 14, 2024, Plaintiffs and their counsel executed a Joint Prosecution and Fee Cost Sharing (“JPA”) to collectively represent the Plaintiffs in the prosecution and litigation. All Parties subsequently agreed to mediate the Plaintiffs’ Class and PAGA claims.

5. On March 25, 2026, per stipulation of the Parties, and as part of the terms of the Settlement, Plaintiff Aqil filed a Second Amended Class Action Consolidated Complaint (“SAC”) in this action to add all claims alleged in the Nieto Action, and Plaintiffs Carlos Nieto and Clarence Johnson as named Plaintiffs. Thereafter, the Nieto Action will be dismissed. The SAC is the operative complaint in the Action (the “Operative Complaint”), and includes the following cause of action: 1) failure to pay minimum wages for all hours worked; 2) failure to pay wages and overtime under Labor Code § 510; 3) meal period liability under Labor Code § 226.7; 4) rest break liability under Labor Code § 226.7; 5) violation of Labor § 226(a); 6) violation of Labor Code § 221; 7) violation of Labor Code § 204; 8) violation of Labor Code § 203; 9) failure to maintain records required under Labor Code §§ 1174, 1174.5; 10) failure to produce requested employment records under Labor Code §§ 226, 1198.5; 11) failure to reimburse necessary business expenses under Labor Code § 2802; 12) violation of Business & Professions Code § 17200, *et seq.*; 13) failure to pay vested vacation benefits labor code § 227.3; 14) failure to provide/permit accrued sick time & covid benefits, Labor Code § 204; 15) Reporting time violations; 16) failure to provide heat recovery periods; 17) unlawful release of claims; and 18) penalties under PAGA, Labor Code § 2698, *et seq.*

6. Plaintiffs contend in this Action that Defendant violated California’s wage and hour laws by failing to pay all wages due, failing to pay all overtime wages, failing to provide all meal periods and rest periods, failing to pay reporting time pay, failing to pay all vested vacation benefits, failing to provide/permit sick pay, failing to reimburse all business expenses, failing to maintain accurate records, failing to provide compliant and accurate itemized wage statements, failing to timely pay all wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties

under PAGA.

7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

8. On June 12, 2024, the Parties participated in a mediation presided over by respected wage and hour mediator, Mike Young, Esq. Although the Parties did not reach a settlement on the day of mediation, the Parties continued ongoing settlement negotiations and engaged in further informal discovery. On January 13, 2025, the Parties participated in a second mediation with mediator Mike Young, Esq. The parties again did not reach a settlement on the day of mediation. However, the parties engaged in additional informal discovery and information sharing following the second mediation. As a result of extensive discussions facilitated by the mediator after the second mediation, the Parties were able to reach a mutually agreeable resolution of the Action.

II. THE SETTLEMENT

9. To settle the action, Defendant agrees to pay the Gross Settlement Amount of \$1,299,000.00, exclusive of the employer's portion of payroll taxes and fees. It will be an opt-out class. There is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery. The Gross Settlement Amount represents approximately 25% of the realistic exposure, which demonstrates that the settlement is fair and reasonable.

10. There are an estimated 84,984 workweeks in the Class Period, resulting in a recovery of an estimated \$5.48 per workweek. Each Class Member will receive an average Individual Settlement Award of approximately \$180.97 (Net Settlement Amount of \$466,000.00 divided by 2,575 Class Members). Additional proposed disbursements are as follows:

Class Counsel Fees Payment	\$433,000.00 (1/3 of Gross Settlement Amount), subject to Court approval
Class Counsel Litigation Expenses Payment for actual expenses incurred in litigating the Action	Estimated not to exceed \$30,000.00, and to be verified by Class Counsel and approved by the Court

Administration Expenses Payment	Not to exceed \$40,000.00
Class Representatives' Service Payments	\$10,000.00 per each Plaintiff (i.e. \$30,000.00 total)
PAGA Penalties	\$300,000.00 (\$225,000.00 to LWDA; \$75,000.00 to Aggrieved Employees)

11. As detailed in the Settlement Agreement, the Parties have selected Apex Class Action Administration (the "Administrator"), an experienced class action settlement administrator, to administer this Settlement. Following preliminary approval, the Administrator will mail the Class Notice per the Settlement Agreement. The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Settlement Agreement.

12. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

13. As such, the Parties respectfully request that this Court appoint the proposed Administrator to handle the notice and claims administration procedures, including posting the Judgment on its website.

III. SETTLEMENT DOCUMENTS

14. The Parties have finalized the terms of the following documents, true and correct copies of which are attached hereto:

a. Class Action And PAGA Settlement Agreement attached hereto as

Exhibit 1; and

b. Notice of Class Action Settlement attached to the Class Action and PAGA Settlement Agreement attached as Exhibit A to the Settlement Agreement (Exhibit 1 herein) as Exhibit A

15. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration of Michael Sutherland on behalf of Apex Class Action Administration ("Apex").

IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES

16. The Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. There are approximately 2,575 Class Members, which is sufficient to satisfy numerosity requirements. The evidence Plaintiff contends supports the claims as to the Class consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees.

17. Plaintiffs contend that the Plaintiffs (i.e. the proposed Class Representatives) worked for Defendant as non-exempt employees under Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period. Plaintiffs contend that they were subject to the same employment and compensation policies as other Class Members. Accordingly, Plaintiffs believe their claims are typical of those of other Class Members. The Class Representatives have agreed to act as such and understands their responsibilities. Plaintiffs contend that the Class Representatives have no claims or other interests that are antagonistic to the Class.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

18. The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. The Settlement represents a fair and reasonable value of all claims. There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiffs have notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount balanced against the merits of the Plaintiffs' case is reasonable.

19. Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Mike Young, Esq. after two mediations and extensive information sharing. Before, between, and after the two mediation, the Parties engaged in informal discovery. To prepare for the first and second mediation, Defendant provided

1 Plaintiffs with a sampling of time and payroll data for Class Members and the necessary policy
2 documents applicable to the Class Members, through informal discovery to properly evaluate the
3 strength and weaknesses of the claims to engage in a meaningful mediation. Plaintiffs hired an
4 expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and
5 a damages exposure analysis for the mediation. (Attached hereto as **Exhibit 4** is the Declaration
6 of Jarrett Gorlick of Berger Consulting Group). The Parties agreed on the proposed Settlement
7 after Defendant shared specific payroll and other information related to specific claims, and after
8 extensive negotiations that resulted in a mediator’s proposal.

9 20. The Settlement here provides pro rata distribution to Class Members based upon
10 the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and
11 the proposed distribution plan supports preliminary approval.

12 21. The Settlement that has been reached, subject to this Court’s approval, is the
13 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
14 Counsel are knowledgeable about and have done extensive research with respect to the
15 applicable law and potential defenses to the claims of the Class Members. The Parties
16 investigated relevant law as applied to the facts of the case, potential defenses, and damages
17 claimed by Plaintiffs on behalf of themselves, the Class, and the Aggrieved Employees.

18 22. Based on the documents and information provided by Defendant and their own
19 independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that the
20 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
21 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
22 known facts and circumstances, including the risk of significant delay and uncertainty associated
23 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

24 23. The Gross Settlement Amount is, of course, a compromise figure. Plaintiffs
25 considered the risks of class certification and the possibility of decertification, the risks related to
26 proof of Plaintiffs’ claims, and the strengths and weaknesses of Defendant’s defenses. Defendant
27 denied the allegations, asserted that its policies were compliant, and that any alleged deviations
28 from the compliant policies would have been individualized and therefore precluded class

1 certification. Plaintiffs also considered the possibility that if a settlement were reached after
2 additional years of litigation, the great expenses of litigation would reduce the amount of funds
3 available to class members for settlement. Furthermore, Plaintiffs took into consideration the
4 time delay and financial repercussions of liability trials, numerous damages trials, and the
5 possibility of an appeal by Defendant. The details for the reasonably expected recovery per key
6 claims are detailed below in the following paragraphs.

7 **24. Failure to Pay All Wages Due to Off-the-Clock Work**

8 *a. Facts*

9 Plaintiffs alleged that they and Class Members worked significantly longer than their
10 scheduled shifts and for which they were actually paid due to off the clock work. Specifically,
11 Plaintiffs contended that Class Members were required to remain under Defendant's control
12 during meal periods and rest breaks, off the clock. Plaintiffs alleged that Defendant did not
13 require or permit Employees to clock out for the meal periods and Defendant in many instances
14 presumed Class members received a fully compliant meal period and deducted 30 minutes from
15 their shift hours worked. Moreover, Plaintiffs contended that off the clock work during meal
16 periods was compounded by the fact that Employees were compelled to endure on-duty meal
17 periods and rest breaks because they were frequently not adequately staffed in order to be able to
18 leave their work premises during their meal period and they had to remain attentive to customers
19 at all times. As a result of the above-described practices, Plaintiffs alleged they and Class
20 Members were not paid for all hours worked.

21 *b. Law*

22 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
23 worked. "Hours worked" means the time during which an employee is subject to the control of
24 an employer and includes all the time during which the employee is suffered or permitted to
25 work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing*
26 *Co.* (2000) 22 Cal.4th 575, 582.)

27 *c. Expected Recovery*

28 Defendant challenged the contention that it rounded time punches, as well as the

1 contention that Class Members performed any off-the-clock and/or that Defendant knew or
2 should have known about it and also contended that, at best, Plaintiffs' off-the-clock theory
3 applied only to some Class Members. Defendant also denied that it auto-deducted time for meal
4 periods and denied that employees were required to remain on-call or prevented from leaving the
5 premises for meal periods. Additionally, proof of this claim would depend largely, if not entirely,
6 on anecdotal evidence as there are no records of time worked off-the-clock, and ultimately this
7 claim may be determined to be too individualized for purposes of class certification.
8 Accordingly, and accounting for the risks, Plaintiffs' expert did not calculate a liability exposure
9 for this claim for mediation as it would have required speculative assumptions based solely on
10 the Plaintiffs' personal experiences.

11 **25. Failure to Pay all Wages Due to Miscalculation of Regular Rate**

12 *a. Facts*

13 Plaintiffs alleged that they were not paid for all their hours worked at the required
14 minimum, overtime and double time wage rates. As a result of off the clock, the failure to
15 accurately record all hours worked and pay wages at the correct rates, and the other wage
16 violations they endured at Defendant's hands, Plaintiffs alleged that Employees were not
17 properly paid all wages earned and all wages owed to them by Defendant, including when
18 working more than eight hours in any given day and/or more than forty hours in any given week.
19 Moreover, Plaintiffs alleged that Plaintiff and Class Members began incurring overtime hours
20 before the eight-hour mark when Defendant began paying any overtime rates of pay, and
21 Defendant thus failed to pay all overtime hours at the correct overtime rate of pay.

22 Further, Plaintiffs alleged that Defendant also paid other forms of remuneration such as
23 shift differentials and holiday premiums which were not factored into the regular rate used to
24 calculate and pay all overtime, meal premiums and sick time. Additionally, when Defendant paid
25 any overtime or meal period and rest break premium payments (i.e., one-hour of pay to
26 Employees at their regular rate of compensation), Plaintiffs alleged that Defendant failed to
27 include all forms of remuneration in the regular rate of compensation used to calculate and pay
28 these payments. As a result of Defendant's alleged unlawful policies and practices, Plaintiffs and

1 Class members incurred overtime hours worked for which they were not adequately

2 *b. Law*

3 “[A]n employee’s ‘regular rate of pay’ for purposes of Labor Code sections 510 and the
4 IWC wage orders is not the same as the employee’s straight time rate (i.e., his or her normal
5 hourly wage rate).” (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.)
6 Instead, the regular rate of pay must include “adjustments to the straight time rate, reflecting,
7 among other things, shift differentials and the per-hour value of any non-hourly compensation
8 the employee has earned,” such as incentive pay. (*Ibid.*) Earned bonuses must be included in the
9 calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th
10 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e)
11 [regular rate includes “all remuneration for employment paid to, or on behalf of, the
12 employee”].)

13 “Any work in excess of eight hours in one workday and any work in excess of 40 hours
14 in any one workweek and the first eight hours worked on the seventh day of work in any one
15 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
16 of pay for an employee.” (Labor Code § 510.)

17 *c. Expected Recovery*

18 Plaintiffs allege that the data provided by Defendant showed underpaid overtime wages
19 equal to approximately \$4,764.00, underpaid meal premiums equal to \$36,538.00, underpaid rest
20 period premiums estimated at \$35,301.00, and underpaid sick leave estimated at \$43,348.00,
21 excluding interest, for a total exposure of \$119,951.00. Plaintiffs applied a 50% discount to this
22 claim based on Defendant’s arguments that it properly calculated the regular rate of pay and/or
23 the additional remuneration paid was discretionary and not required to be included in the regular
24 rate of pay to calculated overtime and premiums, nor sick leave. Therefore, the adjusted
25 exposure was estimated to be \$59,978.50.

26 **26. Failure to Pay Reporting Time Pay**

27 *a. Facts*

28 Plaintiffs alleged that Class Members were sometimes required to report to work for their

1 scheduled shifts and then sent home early within the first two hours of their shift but were paid
2 for less than half the usual or scheduled day's work. On other occasions, Defendant would
3 allegedly send Class Members home before they ever clocked in yet failed to pay reporting time
4 wages.

5 *b. Law*

6 "Each workday an employee is required to report for work and does report, but is not put
7 to work or is furnished less than half said employee's usual or scheduled day's work, the
8 employee shall be paid for half the usual or scheduled day's work, but in no event for less than
9 two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not
10 be less than the minimum wage." (8 C.C.R. § 11010(5)(A).)

11 "If an employee is required to report for work a second time in any one workday and is
12 furnished less than two (2) hours of work on the second reporting, said employee shall be paid
13 for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum
14 wage." (*Ibid.*)

15 *c. Expected Recovery*

16 Defendant contended that it met reporting time requirements and/or employees who
17 reported to work were never sent home due to lack of work, and that although employees are
18 sometimes permitted to leave work early in advance of a holiday, it is completely voluntary.
19 Accordingly, and accounting for the risks, Plaintiffs' expert did not calculate a liability exposure
20 for this claim for mediation as it would have required speculative assumptions and would not
21 contribute to meaningful negotiation.

22 **27. Failure to Provide All Meal Periods**

23 *a. Facts*

24 Plaintiffs alleged that Defendant failed to provide Plaintiffs and Class Members with all
25 required meal periods. Plaintiffs contended that due to staffing deficiencies, Class Members were
26 frequently the only employees staffed during their respective shifts, resulting in an inability to
27 take off-duty meal periods and rest breaks.

28 To the extent that Plaintiffs and Class Members were, at times, able to take a meal period

1 and clock out for it, Plaintiffs alleged that their meal periods were often interrupted by work
2 demands or otherwise untimely. Moreover, to the extent Plaintiffs and other Class Members
3 worked shifts of greater than ten hours worked, if at all, Plaintiffs contended that they were not
4 provided with second timely and duty-free second meal periods on eligible shifts.

5 *b. Law*

6 Employers must generally provide “a first meal period [of at least 30 minutes] no later
7 than the end of an employee's fifth hour of work, and a second meal period [of at least 30
8 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court*
9 (2012) 53 Cal.4th 1004, 1041.)

10 *c. Expected Recovery*

11 Plaintiffs’ expert estimated that the maximum recovery due to alleged, unique meal
12 period violations based on the time records produced and meal periods recorded was
13 approximately \$5,992,957, with an offset for meal premiums paid by Defendant in the amount of
14 \$1,157,729, for a total estimated exposure of \$4,835,228.

15 Defendant contended that employees were provided with the opportunity to take all meal
16 periods, and if they did not do so, it was purely voluntary. Defendant also contended that Class
17 Members waived certain meal periods per valid meal period waivers, and Defendant argued that
18 under California law, employers do not have a duty to ensure that employees take all meal
19 periods, so long as they provide meal periods and do not inhibit employees from taking all
20 compliant meal periods. Further, Defendant paid meal period premiums for some facial
21 violations. Accordingly, based on Defendant’s defenses and the risks associated with class
22 certification and trial for this claim, Plaintiffs applied an 80% discount, for an adjusted exposure
23 estimated to be approximately \$967,045.60.

24 **28. Failure to Authorize and Permit All Rest Periods**

25 *a. Facts*

26 For the same reasons as detailed above, Plaintiffs alleged that Plaintiffs and Class
27 Members were not provided with all duty-free rest periods and Defendant challenged those
28 allegations.

1 *b. Law*

2 “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six
3 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
4 of more than 10 hours up to 14 hours, and so on.” (*Brinker Restaurant Corp. v. Superior Court*
5 (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and
6 states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8
7 C.C.R. § 11040(12).)

8 *c. Expected Recovery*

9 Plaintiffs’ expert damages analysis assumed a 100% violation rate on shifts of 3.5 for
10 mediation purposes, which resulted in an estimated maximum recovery is approximately
11 \$15,241,158 with an offset for rest period premiums paid in the amount of \$1,093,621, for an
12 adjusted estimated exposure of approximately \$14,147,537.00. in unpaid rest period premiums.
13 Defendant contended that Class Members were permitted all required breaks and were not
14 discouraged or prevented from taking their rest breaks. Because no records reflect whether the
15 Class Members took rest breaks and proof of this claim would depend primarily on anecdotal
16 evidence from Class Members, Plaintiffs calculated the likelihood of prevailing on this claim to
17 be 10%. As such, the adjusted realistic exposure for this claim is approximately \$1,414,753.70.

18 29. **Failure to Fully Reimburse All Work-Related Business Expenses:**

19 *a. Facts*

20 Plaintiffs contended that Defendant did not reimburse Plaintiffs and Class Members for
21 all necessary work-related expenses incurred. Specifically, Plaintiffs alleged that Class Members
22 were required to wear company issued uniforms for work. Although Defendant provided
23 Plaintiffs and Class Members the company uniforms, Defendant did not launder the uniforms nor
24 reimburse for the cost of cleaning and maintaining them. Defendant contended that the employer
25 must pay for the cost to clean work uniforms only if the uniforms require special care, such as dry
26 cleaning or special laundering due to heavy soil, or it cannot be laundered with normal household
27 items. In this case, the Defendant contended that the uniforms did not require special care, and as
28 such, reimbursement was not required under the law.

1 ***b. Law***

2 Labor Code § 2802 states that “[a]n employer shall indemnify his or her employee for all
3 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
4 of his or her duties.” This section “is designed to prevent employers from passing their operating
5 expenses on to their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554,
6 562.)

7 ***c. Expected Recovery***

8 Due to the speculative nature of potential unpaid expenses due to the manner in which
9 Class Members may have cleaned their work uniforms, and individual Class Members’
10 experiences (as well the underlying merits-based questions surrounding whether any alleged
11 “uniform,” or any laundering of said uniform, was a reimbursable expense under the law),
12 Plaintiffs’ expert did not calculate estimated damages claim for mediation as it would be purely
13 speculative and likely nominal amount that would not drive settlement negotiations.

14 **30. Failure To Provide Accurate Itemized Wage Statements**

15 ***a. Facts***

16 Plaintiffs alleged that Defendant issued improper wage statements to Plaintiffs and Class
17 Members because Defendant’s wage statements did not always contain all requisite information,
18 including but not limited to all applicable hourly rates in effect during the pay period, the
19 corresponding number of hours worked at each hourly rate by the employee, and pay premium
20 wages for unprovided or otherwise unlawful meal and rest breaks.

21 In addition to the independent violations, if Plaintiffs prevail on any of the underlying
22 claims, Plaintiffs believe they will prevail on the derivative Labor Code § 226 claim. Because of
23 Defendant’s alleged illegal wage and hour policies as set forth above, Plaintiff contended that all
24 wages earned, and all hours worked were not accurately reflected on Class Members’ wage
25 statements.

26 ***b. Law***

27 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
28 payment of wages, to furnish each of its employees an accurate itemized statement in writing

showing, among other things, total hours worked by the employee, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

c. Expected Recovery

Plaintiffs' expert estimated that the maximum recovery for this claim to be approximately \$12,292,000 for the one-year statutory period. However, Plaintiffs must prove the underlying violations and that any derivative itemized statement inaccuracy was "intentional" to prevail. Further, this is a derivative penalty and not a wage loss, and courts rarely grant the full amount of the penalty. Based on these risks, Plaintiffs estimated the exposure for this claim at approximately 10% of the maximum, for an adjusted exposure of approximately \$1,229,200.

31. Failure to Pay all Wages Due Upon Separation

a. Facts

If Plaintiffs prevail on any of the underlying wage claims, they will prevail on the derivative Labor Code § 203 claim, because as alleged, Defendant has not paid all wages and penalties because of these alleged violations. An estimated 4,180 Class Members separated employment during the statutory three-year period.

b. Law

Under Labor Code § 203, the Class Members who are no longer employed by Defendant are entitled to 30 days of waiting time penalties because Defendant did not pay them all wages due and/or related penalties upon separation.

c. Expected Recovery

Plaintiffs' expert estimated the maximum waiting time penalties at approximately \$14,937,654.00. Again, Plaintiffs estimated a 10% chance of prevailing at the time of trial on this claim as it is simply derivative of the underlying claims, Defendant denies that it provided late final payments to Class Members, and Plaintiffs must prove this is a "willful" violation to prevail. Furthermore, at trial the full amount of the penalty on top of wages owed is rarely awarded. Finally, there are the general risks of class certification and trial. As such, the adjusted exposure for this claim was approximately \$1,493,765.40.

///

1 32. **Business & Professions Code section 17200, et. seq.:** Regarding the claim for
2 violations of Business & Professions Code section 17200, *et. seq.*, the forgoing analysis assumes
3 the longer four-year statute of limitations that is available under the UCL for the unpaid wage
4 and break violations. This cause of action is derivative of the other claims that have already been
5 analyzed. Accordingly, the damages available under this cause of action have already been
6 analyzed or are duplicative of damages discussed above.

7 33. **PAGA Penalties – Labor Code Labor Code § 2698 et seq.**

8 *a. Law*

9 Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows Plaintiffs
10 to obtain civil penalties on behalf of herself and other Class Members for Defendant’s violation
11 of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
12 penalties are provided in the statute, those civil penalties are recoverable; where no civil
13 penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars
14 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
15 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
16 Pursuant to Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be
17 allocated to the Labor and Workforce Development Agency (LWDA), with the remaining
18 twenty-five (25) percent allocated to the affected employees. The limitations period as for all
19 penalties is one year prior to the filing of the complaint.

20 *b. Facts*

21 The provisions of the Labor Code potentially triggering PAGA penalties in this case
22 include Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 432, 510, 512, 558,
23 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Defendant
24 asserted that if PAGA penalties were mandatory, an employer’s PAGA liability would be huge
25 because of the possibility of collecting multiple civil penalties for a single violation, and thus
26 such penalties would almost always dwarf the damages available under the causes of action
27 proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2)
28 states that “a court may award a lesser amount than the maximum civil penalty amount specified

1 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
2 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” *See, e.g., Lopez v.*
3 *Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788 (2017), *rev. denied* (2018), (recognizing
4 court’s ability to reduce PAGA penalties). Courts have held that situations similar to the current
5 one (e.g. injuryless violations, technical errors, and substantial compliance) should lead to
6 reductions in penalties. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th
7 1112, 1134-1135 (2012) (holding that reduction was justified when employer “attempted to
8 comply with the law”); *Fleming v. Covdien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S.
9 Dist. LEXIS 154590 at *8-9 (C.D. Cal. August 12, 2011) (reducing PAGA penalties more than
10 80% – from \$2.8 million to \$500,000.00 – when “employees suffered no injury” employers were
11 “not aware” of the violation and “took prompt steps to correct all violations once notified”).
12 Defendant here maintained that it had a strong argument on the underlying substance of the
13 PAGA claims and also that it would be unjust to award maximum PAGA penalties.

14 *c. Expected Recovery*

15 At the time of mediation, there were an estimated 137,963 aggregate Pay Periods in the
16 applicable PAGA Period. Thus, the maximum potential exposure for civil penalties was
17 estimated at mediation to be \$13,796,300.00 (137,963 x \$100) using the initial violation rate of
18 \$100 per pay period per alleged violation. However, per recent information provided by
19 Defendant, there are currently approximately 175,000 aggregate Pay Periods during the PAGA
20 Period. (Ex. 1, p. 9.) The strength of the PAGA claim would be impacted by the factors
21 discussed above for the underlying Labor Code claims. Based on recent PAGA decisions, even if
22 Plaintiffs were successful at trial, the Court would likely exercise its discretion under the PAGA
23 and significantly reduce the civil penalties or would not also impose PAGA penalties on top of
24 statutory penalties such as Labor Code §§ 226 and 203 penalties. Thus, the estimated PAGA
25 penalties were reduced by 90% for an adjusted realistic exposure of \$1,379,630.00 in PAGA
26 penalties. Given the discretionary nature of PAGA penalties and the need to prove each
27 underlying violation, the \$300,000.00 that the Parties allocated to PAGA Penalties is a
28 reasonable settlement of that claim. Of this amount, 25%, or \$75,000.00, will be distributed to

1 Aggrieved Employees.

2 34. The proposed PAGA Penalties portion of the Settlement is both just and in the
3 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
4 and reasonable resolution of the representative PAGA claim. Plaintiffs believe that the proposed
5 Settlement is to the advantage of the State of California and the Aggrieved Employees when
6 considering the time and expense necessary to complete protracted litigation which, regardless of
7 the verdict, would undoubtedly be subject to further significant delay and expense pending
8 possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also
9 provides a reasonable sum to each Aggrieved Employee on a pro-rata basis based on the number
10 of PAGA Pay Periods they worked during the PAGA Period.

11 35. Based upon the foregoing, this case had a reasonable value of approximately
12 \$5,164,743.20 for the underlying Labor Code claims. After considering the sharply disputed
13 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
14 substantial benefits to be received under the compromise and settlement of the action, Class
15 Counsel are of the opinion that settlement is in the best interests of the Class and is fair and
16 reasonable. Accordingly, the Gross Settlement Amount of \$1,299,000.00 represents
17 approximately **25%** of the maximum potential value of the underlying Labor Code claims
18 (valued at \$5,164,743.20) and approximately **20%** of the overall value including PAGA
19 penalties (total case value of \$6,544,373.20 (\$5,164,743.20 + \$1,379,630.00), which is a fair and
20 reasonable result in light of the risks associated with the claims in this case.

21 36. After analyzing and weighing the evidence discussed above as well as the legal
22 issues, Class Counsel and Plaintiffs concluded that the settlement of \$1,299,000.00 represents a
23 fair and reasonable discount from the realistic recovery. The Settlement will allow the parties to
24 avoid the expense and time commitments of continued litigation and provides a significant
25 benefit for the Class which would not otherwise have been available. The Gross Settlement
26 Amount of \$1,299,000.00 is a fair, reasonable, and adequate settlement for the claims at issue.

27 ///

28 ///

1 **VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.**

2 37. The Class Notice provides proper notice to the Class of the terms of the
3 Settlement Agreement and the options available to the Class, including the ability of the
4 Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion
5 of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement
6 or receive any Individual Class Payment under it; to object to the terms of the Settlement; or
7 to do nothing and receive a Settlement Payment and be bound by the terms of the
8 Settlement; the date of the Final Approval Hearing, and how to obtain further information
9 through Class Counsel, the Administrator's website, or the Court's docket. (See Ex. 1, p. 14,
10 Ex. A thereto.)

11 38. The Class Notice will be sent via first-class mail to all Class Members at
12 their addresses from Defendant's records. If any Class Notices are returned undeliverable
13 without a forwarding address, the Administrator will use the national change of address
14 database and perform a skip trace to locate the Class Member and mail a new Notice to the
15 correct address. Class Members will receive separate checks for the class portion and PAGA
16 portion, respectively.

17 39. Plaintiffs respectfully requests that the Court approve the Class Notice agreed
18 to by the Parties.

19 **VII. ATTORNEYS' EXPERIENCE**

20 40. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases,
21 including class actions and PAGA actions on behalf of employees and others who have had their
22 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
23 counsel of record in numerous wage and hour and employment class action and PAGA action
24 cases pending in both state and federal court.

25 41. D.Law is well-qualified and has ample experience, knowledge, and resources to act
26 as counsel and represent Plaintiffs and the putative Class and aggrieved employees in this action.
27 Our practice is exclusively focused on employment matters and representing plaintiffs in wage and
28 hour actions with the same or similar causes of actions brought forth in the matter pending before

1 this Court.

2 42. D.Law has litigated and successfully resolved many wage and hour class action
3 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See e.g. De*
4 *La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
5 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
6 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
7 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
8 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
9 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
10 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
11 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
12 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
13 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior
14 Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.*
15 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v.*
16 *Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289),
17 *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los
18 Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California
19 in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California,
20 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California,
21 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-
22 cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-
23 DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los
24 Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court
25 of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay*
26 *Area Beverage Company* (Superior Court of the State of California, County of Contra Costa,
27 MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern
28 County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of

1 California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of
2 California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior
3 Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc.,*
4 *et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.*
5 (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.*
6 (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless,*
7 *Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development*
8 *Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-
9 CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in
10 San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California
11 in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of
12 California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior
13 Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior
14 Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior
15 Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat*
16 *International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care*
17 *Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v.*
18 *OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino,
19 CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San
20 Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc.* (Superior Court of California in
21 Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.*
22 (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

23 43. I am a 2008 California Western School of Law graduate and was admitted to the
24 California State Bar in December 2008. Since graduating from law school, I have dedicated my
25 entire career to litigating employment class and PAGA actions. I have litigated and settled
26 hundreds of wage and hour class actions and have obtained numerous six and seven figure
27 settlements. As such, I have significant experience specifically working on wage and hour class
28 actions from the plaintiff's side.

1 44. The collective experience of the D.Law attorneys in litigating employment wage
2 and hour matters has been integral in identifying legal issues, evaluating the strengths and
3 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
4 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
5 concerning the constantly evolving substantive law (state and federal), as well as the procedural
6 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
7 equipped to use the skills and knowledge developed over decades of prosecuting and defending
8 wage and hour class actions to fairly and adequately represent the interests of the Class Members
9 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
10 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the
11 putative Class Members and aggrieved employees in this action.

12 45. We understand the responsibilities owed as counsel to the Settlement Class
13 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
14 the claims asserted in this action and have remained committed to dedicating the resources
15 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and
16 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
17 and reasonable for the Class Members and aggrieved employees and all involved, and that the
18 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
19 am not aware of any conflict of interest with Plaintiffs or any other Class Member that would
20 interfere with the duties as Class Counsel.

21 **VIII. THE CLASS REPRESENTATIVES' SERVICE AWARDS**

22 46. Under the Settlement, Plaintiffs request a Class Representative Service Payment of
23 up to \$10,000 to each named Plaintiff (total of \$30,000) for their service to the Class. (Ex. 1, p. 2).
24 Plaintiffs each spent a significant amount of time with Class Counsel detailing their knowledge
25 of Defendant's practices. Plaintiffs have diligently, adequately, and fairly represented the Class
26 Members, and has not placed their interests above any member of the putative Class. This sort of
27 payment to a class representative has been a common feature of settlements negotiated by Class
28 Counsel and routinely approved by courts.

1 **IX. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS**

2 47. Under the Settlement, Class Counsel will request, without opposition from
3 Defendant, an award of Attorneys' Fees and Costs consisting of: Four Hundred Thirty-Three
4 Thousand and Zero Cents (\$433,000.00), one-third of the Gross Settlement Amount, and actual
5 reasonable litigation costs incurred for reimbursement of actual reasonable litigation costs,
6 estimated not to exceed \$30,000.00. This request is fair, reasonable, and adequate to compensate
7 Class Counsel for the substantial work they have put into this case and, moreover, the risk they
8 assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class
9 Counsel for all uncompensated work that they have already done and for all the work they will
10 continue to do in carrying out and overseeing the notification to Class Members, communicating
11 with Class Members regarding their claims, and assisting in the administration of the settlement if
12 it is preliminarily approved. At the time of filing the Motion for Final Approval of Settlement and
13 Attorneys' Fees and Costs, Plaintiffs will submit detailed time records and invoices supporting the
14 request for attorneys' fees and litigation costs. Defendant does not oppose the fees and cost request.

15 48. Class Counsels' Joint Prosecution and Attorney Fee Split Agreement provides
16 that 75% of the fees awarded by the Court will be paid to D.Law, Inc., and 25% will be paid to
17 Mooradian Law, APC.

18 **VIII. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT**

19 49. On the date of the date of filing this Motion, Plaintiffs submitted the Motion and
20 this Declaration (which includes the Settlement Agreement) to the LWDA pursuant to Labor Code
21 § 2699(1)(2). Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of
22 submission of this Motion and Settlement to the LWDA.

23 I declare under penalty of perjury under the laws of the State of California and the United
24 States of America that the foregoing is true and correct.

25 Executed on May 20, 2026, in San Diego, California.

26 

27 Marta Manus, Esq.

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and among Plaintiffs Bader Aqil, Carlos Nieto, and Clarence Johnson (“Plaintiffs”) and Defendant Towne Park, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means *Aqil v. Towne Park, LLC*, (Class and PAGA Case), Assigned to Hon. David S. Cunningham III, Los Angeles County Case # 23STCV19863; and *Nieto v. Towne Park, LLC* (Individual and PAGA Case), Assigned to Hon. Edward B. Moreton, Jr., Los Angeles County Case # 23SMCV04635, collectively.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are or previously were employed by Defendant as non-exempt employees in the State of California during the period of August 18, 2022, through preliminary approval (the “PAGA Period”).
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Towne Park, LLC (“Defendant”) who were not subject to arbitration agreements and were employed as non-exempt employees in the State of California from March 4, 2021, through preliminary approval or 85,000 workweeks, whichever is less (the “Class Period”).
- 1.6. “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D. Law, Inc. (“D. Law”), and Zorik Mooradian and Nanor C. Kamberian of Mooradian Law, APC (“ML”).
- 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 and Aggrieved Employee identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of relevant workweeks during the Class Period, number of Pay Period during the PAGA period, and other information necessary to mail the Class Notice, Individual Class Payments, and Individual PAGA Payments.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement and hearing date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” or “Settlement Class Period” means the period from March 4, 2021, through preliminary approval or 85,000 workweeks, whichever is less.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint (defined below) in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payments” means the payments of \$10,000.00 for each Class Representative (\$30,000.00 total) for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means Defendant Towne Park, LLC
- 1.17. “Defense Counsel” means Daryl S. Landy, Sheryl K. Horwitz, Hailey A. Phelan of Morgan, Lewis & Bockius LLP.
- 1.18. “Effective Date” means the date on which the Court’s order granting Final Approval of the settlement becomes final. Such order becomes final upon the following events: (i) sixty-five (65) days after the Court issues the “Final Approval Order” granting approval of the settlement if no objection(s) to the settlement are filed; (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the settlement.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” or “GSA” means \$1,299,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” or “NSA” means Gross Settlement Amount, less the following payments in the amount approved by the Court: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Operative Complaint” means the stipulated amended Complaint consolidating the Actions. The consolidated complaint will combine the *Aqil* and *Nieto* cases, including all predicate violations to the PAGA claims.
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from August 18, 2022, through preliminary approval.

- 1.33. “PAGA” means the Labor Code Private Attorneys General Act (Labor Code §§ 2698. et seq.)
- 1.34. “PAGA Notices” means Plaintiffs Bader Aqil’s August 18, 2023, and Carlos Nieto’s September 25, 2023, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “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.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Bader Aqil, Carlos Nieto, and Clarence Johnson in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Class Action and PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42. “Released Parties” means Defendant and all affiliated parties and entities (including their past and present affiliates, parents, subsidiaries, predecessors, owners, successors, assigns, shareholders, divisions, and each of these entities’ past and present directors, officers, managing agents, employees, partners, benefit plans, attorneys, insurers, shareholders and representatives).
- 1.43. “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.
- 1.44. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1. On August 18, 2023, Plaintiff Bader Aqil commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§1174, 1774.5 (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802, and (12) Violation of Business & Professions Code § 17200 *et seq.*. On the same day, August 18, 2023, Plaintiff Bader Aqil gave timely notice to the LWDA and Defendant that Plaintiff Bader Aqil intended to proceed with a representative action under PAGA (LWDA-CM-976337-23) pursuant to Labor Code § 2699.3, subd. (a). On December 21, 2023, Plaintiff Bader Aqil filed a First Amended Complaint, which added claims for Civil Penalties under Labor Code § 2698, *et seq.*

2.2. On September 29, 2023, Plaintiff Carlos Nieto submitted a Notice of PAGA violations with LWDA on behalf of Mr. Nieto and other aggrieved employees. On September 29, 2023, Plaintiff Carlos Nieto filed an individual and representative action under the PAGA entitled *Carlos Nieto v. Towne Park, LLC* in Los Angeles County Superior Court (Case No. 23SMCV04635) and alleged most of the same wage and hour violations as plead by Mr. Aqil. Plaintiffs Carlos Nieto and Clarence Johnson (who was added to the Nieto action per stipulation and order of the Court) filed their operative Second Amended Complaint (“SAC”) on April 3, 2025, alleging in addition the following wage and hour claims: Release of Claims for Wage Violations (9th Cause of Action of SAC), and Reporting Time Violations (10th Cause of Action of SAC).

2.3. On May 14, 2024, Plaintiffs and their counsel executed a Joint Prosecution and Fee Cost Sharing (“JPA”) to collectively represent the Plaintiffs in the prosecution and litigation. All Parties subsequently agreed to mediate the Plaintiffs’ Class and PAGA claims.

2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.5. The Parties participated in two private mediations on June 12, 2024, and January 13, 2025, with experienced wage and hour mediator, Mike Young, Esq. After further discussions and negotiations, the Parties were able to reach a settlement through a mediator’s proposal.

- 2.6. In advance of mediations, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to the mediations, Plaintiffs also obtained and analyzed sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strength and weaknesses of the claim and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) ("*Dunk/Kullar*").
- 2.7. The Court has not granted class certification because the Parties engaged in mediation before Plaintiffs filed any motion for class certification.
- 2.8. 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. Class Counsel represents that other than Plaintiffs themselves, they do not represent any other current or former employees of Defendant in connection with any claims, charges, complaints, or other matters against Defendant (except for the JAMS arbitration entitled *Skylar Hamilton v. Towne Park*, JAMS Case No. 5220008746), and Class Counsel are not aware of any individuals who are planning to bring any claims, charges, complaints or other matters against Defendant in any forum.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant shall pay the Gross Settlement Amount of \$1,299,000, which includes the following payments: payments to the Settlement Class; the payments of Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service Awards to the Plaintiffs, and the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant. Fees and amounts not approved by the Court will become part of the Net Settlement Amount and will not affect settlement approval.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (\$30,000 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class

Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$433,000.00, split 75% to D.Law, Inc. and 25% to Mooradian Law, APC and a Class Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses incurred to prosecute the Action. Any portion of the Attorneys' Fees and/or Class Counsel Litigation Expenses Payment not approved by the Court shall be added to the Net Settlement Amount for distribution to the Class Members. Plaintiffs do not have a right to withdraw from the settlement if the Court reduces the Class Counsel Fees Payment.
- 3.2.3 Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel represent that they are not aware of any other attorneys and/or law firms who can claim an entitlement to attorneys' fees in connection with the Settlement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.4 To the Administrator: An Administrator Expenses Payment not to exceed \$40,000.00 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 \$40,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5 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.

3.2.5.1 Tax Allocation of Individual Class Payments. 35% 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. The 65% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, reimbursement, 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 taxes owed on their Individual Class Payment.

3.2.5.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.6 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$300,000.00 to be paid from the Gross Settlement Amount, with 75% (\$225,000.00) allocated to the LWDA PAGA Payment and 25% (\$75,000.00) allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$75,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. These payments will be made regardless of whether the Aggrieved Employees opt out of the settlement because the Aggrieved Employees will not have the ability to opt out of the PAGA portion of the Settlement. Plaintiffs will provide any required notices to the LWDA relating to the PAGA payment

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms with 100% allocated to penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that Class Members collectively worked a total of about 85,000 Workweeks during the Class Period, and Aggrieved Employees worked a total of approximately 175,000 Pay Periods (as of August 2025) during the PAGA Period.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall (a) fully fund the Gross Settlement Amount no later than fourteen (14) calendar days after the Effective Date consistent with the Administrator's wiring instructions; and (b) fund the amounts necessary to pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the later of (i) the Effective Date and (ii) the date the Administrator provides Defendants with the wiring instructions and amounts of employer payroll taxes.
- 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, and the Class Representative Service Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who

qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3 For any Class Member 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 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 Class Members (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 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 **Released Class Claims:** Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ("Released Class Claims"). The Released Class Claims only apply to claims arising during the Class Period, and include (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime, (3) meal period liability, (4) rest break liability; (5) wage statement violations, including alleged failure to include sick leave and Covid leave balances (6) unlawful deductions, (7) pay day violations, (8) final pay

violations, (9) failure to maintain records, (10) failure to produce requested employment records, (11) failure to reimburse necessary business expenses, (12) failure to pay vested vacation benefits, (13) release of claims for wage violations, (14) reporting time pay violations, (15) violation of Bus. & Prof. Code § 17200 *et seq.*, and any claims under and/or predicated on violations of California Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246 246.5, 248.1, 248.2, 248.5, 432, 500, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2802, 2926, 2927, any provisions of the Industrial Welfare Commission (IWC) Wage Order(s), and of California Code of Regulations, Title 8, Section 3395. All Class Members will be bound by the Class Release unless they formally and timely opt out of the settlement.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices (“Released PAGA Claims”). The Released PAGA Claims only apply to claims arising during the PAGA Period and include any and all claims that were alleged, or could have been alleged, based on facts or claims stated in the Actions and/or PAGA Notices, including, penalties under Labor Code §§ 2699, *et seq.* (“PAGA”) predicated on violations of California Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 248.1, 248.2, 248.5, 432, 500, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, 2698, *et seq.* any provisions of the Industrial Welfare Commission (IWC) Wage Order(s), and of California Code of Regulations, Title 8, Section 3395. Aggrieved Employees may not opt out of the Release PAGA Claims.

5.3 The Released Class Claims and Released PAGA Claims expressly exclude all other claims including Plaintiffs’ individual claims, claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, and workers’ compensation, and California class claims outside of the Class Period. The Released Class Claims and Plaintiffs’ Release will extend to Defendant and all affiliated parties and entities (including their past and present affiliates, parents, subsidiaries, predecessors, owners, successors, shareholders, divisions, and each of these entities’ past and present directors, officers, managing agents, employees, partners, benefit plans, shareholders and representatives).

5.4 General Releases by Plaintiffs. As of the Effective Date, in consideration of the mutual covenants, Plaintiffs, for themselves, their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge the Released Parties from any and all claims, liabilities, and causes

of action of every nature, kind, and description, in law, equity, or otherwise, which have arisen, occurred, or existed at any time prior to the Effective Date. The released claims include, but are not limited to, all claims, liabilities, and causes of action arising out of or relating to Plaintiffs' employment with Defendant or the cessation of that employment, claims for wrongful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, discrimination, physical injury, emotional distress, claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Federal Rehabilitation Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the Equal Pay Act of 1963, the California Family Rights Act, the provisions of the California Labor Code (including all claims for wages, hours, conditions of work, pay, and benefits), the Fair Labor Standards Act, and any other federal, state, or local laws and regulations relating to employment, conditions of employment (including wage and hour laws), and/or employment discrimination. Named Plaintiffs each acknowledge that they have not made any claims or allegations related to discrimination, retaliation, or harassment, including sexual harassment, or sexual abuse, and none of the payments set forth as consideration in this Agreement are related to such discrimination, retaliation, or harassment, including sexual harassment or sexual abuse. Plaintiffs' Releases will 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 any workers' compensation benefits that arose at any time. Plaintiffs do not have a right to withdraw from the settlement if the Court reduces or does not grant Service Awards.

5.5 Plaintiffs' Release of Unknown Claims. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true, but agree, nonetheless, that their Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a "not to exceed" bid from the Administrator for administering the Settlement; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of Counsel. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.
- 6.3. Right to Review/Duty to Cooperate. Defense Counsel shall have at least fourteen (14) days to review all documents relating to preliminary approval and suggest revisions (with the Parties conferring in good faith on the proposed revisions) before filing. The Parties will jointly draft the proposed Preliminary Approval Order. 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 Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members and Aggrieved Employees 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/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. The Class Notice will contain an estimated individual settlement payment, number of Workweeks and/or PAGA Pay Periods, how to opt out of the settlement, how to object to the settlement, and how to dispute the number of estimated Workweeks and/or PAGA Pay Periods. Before mailing Class Notices, the Administrator shall update Class Member and Aggrieved Employee addresses using the National Change of Address database.

7.4.3 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.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, 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.
- 7.4.5 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 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 and/or Aggrieved Employees. If the Parties agree, such persons will be Class Members and/or Aggrieved Employees entitled to the same rights as other Class Members and/or Aggrieved Employees, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or 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 the Class Member's name and address. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. 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. Although the Administrator shall make the initial decision regarding the validity and authenticity of a Request for Exclusion, counsel for the Parties and the Court may review and provide input into any decision made by the Administrator.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment. No Individual Class Payment will be made to Non-Participating Class Members, but they will receive their Individual PAGA Payment. Non-Participating Class Members may not opt out of the Released PAGA Claims and will be bound by the Released PAGA Claims.

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member and/or Aggrieved Employee shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice, but will bear the burden to prove that Defendant's data is incorrect. The Workweeks and/or PAGA Pay Periods listed on the Class Notice are presumed to be accurate unless the Class Member and/or Aggrieved Employee submits written documentation demonstrating otherwise (*i.e.*, a Class Member who fails to provide written proof will have his or her challenge denied). The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator shall promptly provide copies of all challenges to Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel. Defendant's Counsel may further investigate the challenge and recommend whether any additional amount is owed. 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. The Administrator will decide whether the Class Member's challenge shall be accepted, and its decision shall be final and binding without a right of appeal.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 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).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, 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.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement Administrator shall date stamp all original Requests for Exclusion that it receives. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's

assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 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 from Settlement it received (both valid or invalid), the names (if any) of Class Members who submitted valid and timely Requests for Exclusion from Settlement, the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 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. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement, Class Members collectively worked a total of approximately 85,000 Workweeks during the Class Period. The release for Class Members will carry forward from the beginning of the Class Period until the date the Workweek count for Class Members exceeds 85,000 (or the date of preliminary approval, whichever comes first). Should Preliminary Approval come after the date Defendant's Workweek count exceeds 85,000, the period covered by the class release will end when 85,000 Workweeks is exceeded. In the alternative, Defendant, at its sole option, may pay a pro rata amount for additional workweeks covered by the release. In that case, if the total number of Workweeks is more than 10% higher (i.e., more than 93,500 workweeks), then the Gross Settlement Amount will be increased proportionally by the same number of percentage points above 10% by which the actual number of Workweeks exceeds 85,000 (i.e., if there was an 11% increase in the number of Workweeks, Defendant would increase the Gross Settlement Amount by 1%). If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys'

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

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant may withdraw from Settlement if: (A) more than 5% of the Class Members opt out of the Settlement; (B) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount; (C) the Court enters an order inconsistent with any of the terms of this Agreement; (D) any Plaintiff or their counsel breaches the MOU; or (E) the LWDA or any other state or government agency seeks to intervene in the action and/or commence an enforcement action.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
 - 10.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. **Right to Review/Duty to Cooperate.** Defense Counsel shall have at least fourteen (14) days to review all documents relating to final approval and suggest revisions (with the Parties conferring in good faith on the proposed revisions) before filing. The Parties will jointly draft the proposed Final Approval Order. 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3. **Continuing Jurisdiction of the Court.** The Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

10.4. 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 as 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.

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

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds

available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. 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. Nothing in this Agreement shall constitute a waiver by Defendant of the right to compel arbitration for employees who are subject to an arbitration agreement with Defendant.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. /
- 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. 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.
- 12.12. 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.
- 12.13. Confidentiality. Plaintiffs and their counsel agree not to publicly disclose the terms of this settlement except in court papers to effectuate the terms of the settlement or if required by legal process. Plaintiffs and their counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, over social media, or otherwise publicize the settlement. Plaintiffs and their counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. Plaintiffs and their counsel agree not to publicize the Gross Settlement Amount, except as otherwise required by the Administrator to post the judgment and order on its website.

- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. 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.
- 12.16. 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.
- 12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

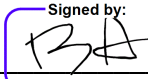
To Plaintiffs	To Defendant
D.Law, Inc. Alvin B. Lindsay a.lindsay@d.law Enoch J. Kim e.kim@d.law Marta Manus M.Manus@d.law 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101-1639 Telephone: (818) 962-6465 Fax: (818) 962-6469 Mooradian Law, APC Zorik Mooradian zorik@mooradianlaw.com Nanor C. Kamberian nanor@mooradianlaw.com	Morgan, Lewis & Bockius LLP Daryl S. Landy daryl.landy@morganlewis.com Hailey A. Phelan Hailey.phelan@morganlewis.com Sheryl K. Horwitz Sheryl.horwitz@morganlewis.com 600 Anton Boulevard, Suite 1800 Costa Mesa, CA 92626-7653 Telephone: (714) 830-0600 Fax: (714) 830-0700

24007 Ventura Blvd Suite 210 Calabasas, CA 91302 Telephone: (818) 487-1998 Fax: (888) 783-1030	
---	--

12.18. 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.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

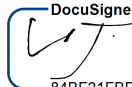
DATED: 3/24/2026

BY:  Signed by:
2EBD477D485642C...
Bader Aqil

DATED:

BY: _____
Carlos Nieto

DATED: 3/25/2026

BY:  DocuSigned by:
84BE21EBD8B046D
Clarence Johnson

DATED:

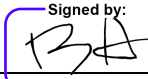
BY: _____
Title: _____
Towne Park, LLC.

24007 Ventura Blvd Suite 210 Calabasas, CA 91302 Telephone: (818) 487-1998 Fax: (888) 783-1030	
---	--

12.18. 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.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 3/24/2026

BY:  Signed by:
2EBD477D485642C...
Bader Aqil

DATED: 3/25/2026

BY:  DocuSigned by:
28BC8D1C771B4D5...
Carlos Nieto

DATED:

BY: _____
Clarence Johnson

DATED:

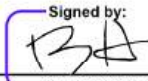
BY: _____
Title: _____
Towne Park, LLC.

24007 Ventura Blvd Suite 210 Calabasas, CA 91302 Telephone: (818) 487-1998 Fax: (888) 783-1030	
---	--

12.18. 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.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 3/24/2026

BY:  Signed by:
2EBD477D485642C...
Bader Aqil

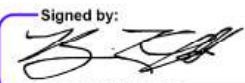
DATED:

BY: _____
Carlos Nieto

DATED:

BY: _____
Clarence Johnson

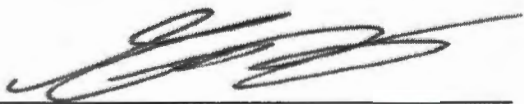
DATED: 3/25/2026

BY:  Signed by:
47382AFCEFB1417...
Title: CFO
Towne Park, LLC.

APPROVED AS TO FORM

DATED: 3/24/2026

D.LAW, INC.

BY: 

Alvin B. Lindsay

Enoch J. Kim

Marta Manus

Counsel for Plaintiff Bader Aqil

DATED: 

MOORADIAN LAW, APC

BY: 

Zorik Mooradian

Nanor C. Kamberian

Counsel for Plaintiffs Carlos Nieto and Clarence Johnson

DATED:

MORGAN, LEWIS & BOCKIUS LLP

BY: _____

Daryl S. Landy

Hailey A. Phelan

Sheryl K. Horwitz

Counsel for Defendant Towne Park, LLC

APPROVED AS TO FORM

DATED: 3/24/2026

D.LAW, INC.

BY: 

Alvin B. Lindsay

Enoch J. Kim

Marta Manus

Counsel for Plaintiff Bader Aqil

DATED:

MOORADIAN LAW, APC

BY: _____

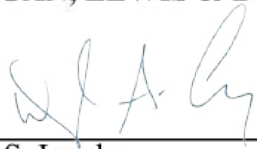
Zorik Mooradian

Nanor C. Kamberian

Counsel for Plaintiffs Carlos Nieto and Clarence
Johnson

DATED:

MORGAN, LEWIS & BOCKIUS LLP

BY: 

Daryl S. Landy

Hailey A. Phelan

Sheryl K. Horwitz

Counsel for Defendant Towne Park, LLC

EXHIBIT A

Bader Aqil, et al. v. Towne Park, LLC
 Los Angeles Superior Court (“Court”) Case No. 23STCV19863

Carlos Nieto, et al. v. Towne Park, LLC
 Los Angeles Superior Court (“Court”) Case No. 23STCV19863

*A court has authorized this notice. This is not a solicitation.
 This is not a lawsuit against you and you are not being sued.
 Your legal rights are affected whether you act or do not act.*

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
 AND HEARING DATE FOR FINAL COURT APPROVAL (“Notice”)**

To: All individuals who are or previously were employed by Defendant Towne Park, LLC (“Defendant”) who were not subject to arbitration agreements and were employed as non-exempt employees in the State of California from March 4, 2021, through [date] (the “Class Period”); and, all individuals who are or previously were employed by Defendant as non-exempt employees in the State of California during the period of August 18, 2022, through [date] (the “PAGA Period”).

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a Settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, if the Court grants final approval of the Settlement. <i>You must, however, keep a current address on file with the Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the Class portion of the Settlement, you may exclude yourself (opt out) from the Class portion of the Settlement. If you exclude yourself from the Class portion of the Settlement, you will not receive an Individual Class Payment (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in the Action. However, even if you exclude yourself from the Class portion of the Settlement, you will still receive your Individual PAGA Payment from the PAGA portion of the Settlement if eligible and be bound by it as further explained below.
OBJECT	Write to the Administrator if you think the Settlement is not fair or you can appear at a hearing to explain to the Court why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. **Why did I get this notice?**

You received this notice because Defendant's records identify you as someone who worked for Towne Park, LLC in California as an hourly paid, non-exempt hourly employee not subject to an arbitration agreement at any time from March 4, 2021, through [DATE] making you a "Class Member" during the "Class Period," or as someone who is or previously was employed by Defendant as a non-exempt employee in the State of California during the period of August 18, 2022, through [date], making you an "Aggrieved Employee" during the "PAGA Period," or both. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA").

The purpose of this Notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has preliminarily approved the proposed Settlement and directed that you receive this Notice. The Court will hold a final approval hearing (details provided below) to determine whether to finally approve the Settlement.

2. **What is this Class and PAGA Lawsuit about?**

On August 18, 2023, Plaintiff Bader Aqil filed a class action complaint against Defendant for various violations of the Labor Code. On September 29, 2023, Plaintiff Carlos Nieto filed an individual and representative action under the PAGA in Los Angeles County Superior Court. Plaintiff Clarence Johnson was later added to the Complaint filed by Plaintiff Carlos Nieto (together, Bader Aqil, Carlos Nieto, and Clarence Johnson are referred to as the "Plaintiffs"). Collectively, Plaintiffs and Defendant are referred to as the "Parties."

On [DATE], the Parties filed a consolidated complaint to combine the two lawsuits, entitled *Bader Aqil, et al. v. Towne Park, LLC*. The consolidated complaint is the Operative Complaint, and alleges the following claims against Defendant: (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime under Labor Code § 510, (3) meal period liability under Labor Code § 226.7, (4) rest break liability under Labor Code § 226.7; (5) violation of Labor Code § 226(a) (6) violation of Labor Code § 221, (7) violation of Labor Code § 204, (8) violation of Labor Code § 203, (9) failure to maintain records required under Labor Code §§ 1174, 1174.5, (10) failure to produce requested employment records under Labor Code §§ 226, 432, 1198.5, (11) failure to reimburse necessary business expenses under Labor Code § 2802, (12) violation of Business & Professions Code § 17200, et seq; (13) failure to pay vested vacation benefits, Labor Code § 227.3, (14) failure to provide/permit accrued sick time & Covid benefits, Labor Code § 204, (15) reporting time pay violations, (16) failure to provide heat recovery periods; (17) unlawful release of claims, and (18) Penalties under PAGA, Labor Code § 2698 (the "Action").

Defendant denies all allegations in the Action and contends that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

All Parties subsequently agreed to mediate the Plaintiffs' Class and PAGA claims. Through arms-length negotiations with an experienced wage and hour mediator, Mike Young, Esq., the Parties settled the Action subject to Court approval. The Settlement is memorialized in a "Class Action and PAGA Settlement Agreement and Class Notice" ("Settlement" or "Settlement Agreement").

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant or made any decision as to whether this case could proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the Parties successfully negotiated the Settlement to resolve the Action rather than continue the expensive and time-consuming process of litigation.

Plaintiffs and their attorneys 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) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

4. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class ("Class Counsel")

Counsel for Plaintiff Bader Aqil:

Enoch J. Kim, Esq.

Marta Manus, Esq.

D.LAW, INC.

250 N. Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Fax: (818) 962-6469

Counsel for Defendant Towne Park, LLC:

Daryl S. Landy, Esq.

Sheryl K. Horwitz, Esq.

Hailey A. Phelan, Esq.

MORGAN, LEWIS & BOCKIUS LLP

600 Anton Boulevard, Suite 1800

Costa Mesa, CA 92626-7653

Telephone: (714) 830-0600

Fax: (714) 830-0700

Counsel for Plaintiffs Carlos Nieto and Clarence Johnson:

Zorik Mooradian, Esq.

Nanor C. Kamberian, Esq.

MOORADIAN LAW, APC

24007 Ventura Blvd Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Fax: (888) 783-1030

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$1,299,000.00 (the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys' fees of \$433,000.00 and actual litigation costs, subject to Court approval; a payment of up to \$10,000.00 to each of the three named Plaintiffs for their time and efforts to initiate and prosecute the Action ("Class Representative Service Payments"); \$225,000.00 to the California Labor Workforce Development Agency ("LWDA") out of \$300,000.00 allocated to PAGA penalties ("PAGA Penalties"); \$75,000.00 in Individual PAGA Payments to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period ("PAGA Pay Periods"); and payment not to exceed \$40,000.00 to Apex Class Action Administration ("Administrator") for settlement administration expenses ("Administration Expenses Payment"). The exact amount of the attorneys' fees, litigation costs, Class Representative Service Payments, and Administration Expenses Payment will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount ("Net Settlement Amount") is currently estimated to be approximately [XXXXXXX]. The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement

("Participating Class Members") as individual payments based on the number of Workweeks worked during the Class Period ("Individual Class Payments").

6. Within 14 days after receiving the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and Individual PAGA payments. How will the Individual Class Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required.** Class Members who opt out of the class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the class portion of the Settlement.

Each Participating Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks worked during the Class Period ("Workweeks"). The Administrator will calculate the total Workweeks for all Participating Class Members. 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.

All Individual Class Payments to Participating Class Members shall be allocated as follows for tax purposes: 35% 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. The remaining 65% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, reimbursement, 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 taxes owed on their Individual Class Payment.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Class Payment is [REDACTED].

7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?

The Parties will ask the Court to approve \$300,000.00 in PAGA Penalties for claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or \$225,000.00, will be paid to the LWDA ("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or \$75,000.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% (\$75,000.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Your total estimated PAGA Pay Periods are [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Administrator of any change in your name, mailing address, and/or telephone number if the information shown on this is not correct.

It is your responsibility to keep the Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you. You can contact the Administrator by fax, email, or mail, or phone at [REDACTED] if you need to update contact information.

9. What do I do if I believe my Workweeks and/or PAGA Pay Periods are incorrect?

If you believe the Workweeks and/or PAGA Pay Periods above are not correct, you may contact the Administrator via fax, email, or mail indicating what you believe to be the correct information on or before [REDACTED], *[60 days within mailing of Notice]*. You must include any documents or other information which supports what you believe to be the number of Workweeks and/or PAGA Pay Periods you worked. The Workweeks and/or PAGA Pay Periods listed on the Class Notice are presumed to be accurate unless a Class Member submits written documentation demonstrating otherwise (i.e., a Class Member who fails to provide written proof will have his or her challenge denied). A Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. 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. The Administrator will decide whether the Class Member's challenge shall be accepted, and its decision shall be final and binding without a right of appeal.

10. When can I expect to receive a settlement check?

Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 14 days after the Administrator receives the funds from the Defendant (due 14 days after the Effective Date). The "Effective Date" means the date on which the Court's order granting Final Approval of the settlement becomes final. Such order becomes final upon the following events: (i) sixty-five (65) days after the Court issues the "Final Approval Order" granting approval of the settlement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the settlement.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the Court-approved nonprofit organization. If your settlement check is lost or misplaced, you should contact the Administrator immediately.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. What am I giving up to get an Individual Settlement Payment?

If the Court approves the Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the claims being resolved in the Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and all affiliated parties and entities (including their past and present affiliates, parents, subsidiaries, predecessors, owners, successors, assigns, shareholders, divisions, and each of these entities' past and present directors, officers, managing agents, employees, partners, benefit plans, attorneys, insurers, shareholders and representatives (the "Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ("Released Class Claims"). The Released Class Claims only apply to claims arising during the Class Period, and include (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime, (3) meal period liability, (4) rest break liability; (5) wage statement violations, including alleged failure to include sick leave and Covid leave balances (6) unlawful deductions, (7) pay day violations, (8) final pay violations, (9) failure to maintain records, (10) failure to produce requested employment records, (11) failure to reimburse necessary business expenses, (12) failure to pay vested vacation benefits, (13) release of claims for wage violations, (14) reporting time pay violations, (15) violation of Bus. & Prof. Code § 17200 *et seq.*, and any claims under and/or predicated on violations of California Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 248.1, 248.2, 248.5, 432, 500, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2802, 2926, 2927, any provisions of the Industrial Welfare Commission (IWC) Wage Order(s), and of California Code of Regulations, Title 8, Section 3395. All Class Members will be bound by the Class Release unless they formally and timely opt out of the settlement.

12. **What PAGA Claims are released by the Settlement?**

Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices ("Released PAGA Claims"). The Released PAGA Claims only apply to claims arising during the PAGA Period and include any and all claims that were alleged, or could have been alleged, based on facts or claims stated in the Actions and/or PAGA Notices, including, penalties under Labor Code §§ 2699, *et seq.* ("PAGA") predicated on violations of California Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 248.1, 248.2, 248.5, 432, 500, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, 2698, *et seq.* any provisions of the Industrial Welfare Commission (IWC) Wage Order(s), and of California Code of Regulations, Title 8, Section 3395. Aggrieved Employees may not opt out of the Release PAGA Claims.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. **How do I opt out of the Class portion of the Settlement?**

If you wish to pursue your own separate lawsuit against Defendant for the Class claims asserted in the Action, or if you otherwise wish not to participate in the Class portion of the Settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Class portion of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the Class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Administrator requesting to be excluded. The letter must include the case name, case number (located at the top of this Notice), your full name, and a statement that you request exclusion from the Class and do not wish to participate in the Settlement. The letter should be signed by you and faxed, emailed, or postmarked on or before [REDACTED], [60 days within mailing of Notice]. Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid.

Administrator: Apex Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

14. If I don't exclude myself from the Class portion of the Settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being released by the Class portion of the Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately. You may need to exclude yourself from the Class portion of the Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you are a Participating Class Member and don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections must be faxed, emailed, or mailed to the Administrator by _____, [60 days within mailing of Notice].

The written objection should state your name and describe all reasons for objecting to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement and Agreement will be approved and you will receive your Individual Class Payment. If you do not submit a written objection, you or your representative may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a "Final Approval Hearing" in Department 11 of the Los Angeles County Superior Court located at 111 N Hill Street, Los Angeles, CA 90012 on _____, at _____. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payments, and the Administration Expense Payment.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the Court's docket in this case, which will have the most up to date information about the case, by visiting the Court's websites at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and www.lacourt.ca.gov.

17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information above in Section 4 if you have any questions about the Settlement. You may also contact the court-appointed Administrator, Apex Class Action Administration, using its contact information provided above.

You may also visit [[insert website URL](#)] to review important case notices and documents.

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

EXHIBIT 2

D.LAW, INC.

Enoch J. Kim (SBN 261146)

Marta Manus (SBN 260132)

250 N Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Emails: e.kim@d.law; m.manus@d.law

Attorneys for Plaintiff BADER AQIL,
on behalf of himself and all others similarly situated

Zorik Mooradian, Esq., CSB No. 136636

zorik@mooradianlaw.com

Nanor C. Kamberian, Esq., CSB No. 316612

nanor@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302

Telephone: (818) 487-1998 ▪ Facsimile: (888) 783-1030

Attorneys for Plaintiffs Carlos Nieto and Clarence Johnson

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

BADER AQIL, an individual, on behalf of
himself and all others similarly situated

Plaintiff,

vs.

TOWNE PARK, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV19863

CLASS ACTION

Assigned for all purposes to:

Hon. Bruce G. Iwasaki

Department: 11, Spring Street

**DECLARATION OF MICHAEL
SUTHERLAND ON BEHALF OF APEX
CLASS ACTION**

Date: December 17, 2026

Time: 11:00 a.m.

Dept.: 11

Original Complaint filed: August 18, 2023

First Amended Complaint: December 21, 2023

Second Amended Complaint: March 25, 2026

Trial: None set

DECLARATION OF MICHAEL SUTHERLAND

I, Michael Sutherland, declare as follows:

1. I am the President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its

1 operations, regularly evaluating the effectiveness of its security measures. Access to class
2 member information is limited to employees, agents, or subcontractors who require it to
3 perform their duties, and Apex Class Action conducts background checks on all personnel with
4 access to sensitive personal information, to ensure they do not pose a threat to the security of
5 client or class member information. To guarantee the security of the settlement administration
6 process, Apex Class Action maintains \$1,000,000.00 in Professional Liability and
7 \$5,000,000.00 in Cyber Liability Insurance coverage, as required by legal standards and best
8 practices in the legal profession.

9 6. Apex Class Action disbursement process involves (i) obtaining a Federal
10 Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) under the
11 name of the settlement case; (ii) establishing a QSF to manage the distribution of settlement
12 funds; (iii) establishing a case specific website where relevant case-related settlement
13 documents will be accessible, including the judgment; (iv) conducting preliminary and final
14 calculations to determine the individual settlement amounts, including attorneys' fees, costs,
15 enhancement awards, and any other court-approved designees; (v) calculating and reporting
16 state and federal taxes as applicable; (vi) and disseminating approved settlement funds and tax
17 forms via First-Class USPS mail.

18 7. The administration fees for Apex Class Action's management of this settlement
19 will not exceed \$39,99.00, as specified in **Exhibit B**. This document presents a comprehensive
20 plan detailing the specific administration services that will be provided.

21
22 I declare under penalty of perjury under the laws of the state of California that the
23 foregoing is true and correct. Executed this 27th day of March 2026, in Irvine, California.

24
25
26 

27 Michael Sutherland
28

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700

EXHIBIT B



Quotation Request:

Marta Manus
D. Law

Case Name: Aqil v. Towne Park LLC
Date: Thursday, February 5, 2026
RFP Number: 201280007

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size: PAGA: 2901	6,100
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	6	\$750.00
Data Analyst	Per Hour	\$150.00	6	\$900.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,650.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.10	6,100	\$6,710.00
USPS First Class Postage	Per Piece	\$0.70	6,100	\$4,270.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	610	\$1,220.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	7	\$525.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	10	\$750.00
NCOA Address Update (USPS)	Static Rate	\$1,200.00	1	\$1,200.00
Court Certified Spanish Translation	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$15,875.00

Project Management				
Project Management	Per Hour	\$150.00	8	\$1,200.00
Project Coordinator	Per Hour	\$90.00	8	\$720.00
Data Analyst and Reporting	Per Hour	\$140.00	7	\$980.00
Sub Total:				\$2,900.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$975.00	1	\$975.00
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Static Apex Website	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$1,475.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	7	\$840.00
Account Management and Reconciliation	Per Hour	\$140.00	7	\$980.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	6,100	\$6,100.00
USPS First Class Postage	Per Piece	\$0.70	6,100	\$4,270.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	610	\$915.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,500.00	1	\$1,500.00
Unclaimed Funds: State Controller's Unclaimed Property Fund-CCP 384	Static Rate	\$950.00	1	\$950.00
			Sub Total:	\$16,555.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	5	\$675.00
Project Management Reconciliation	Per Hour	\$100.00	5	\$500.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$1,535.00

TOTAL CAPPED ADMINISTRATION COST:				\$39,990.00
--	--	--	--	--------------------

Thank you for your business!

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.

Enoch J. Kim (SBN 261146)

Marta Manus (SBN 260132)

250 N Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Emails: e.kim@d.law; m.manus@d.law

Attorneys for Plaintiff BADER AQIL,
on behalf of himself and all others similarly situated

Zorik Mooradian, Esq., CSB No. 136636

zorik@mooradianlaw.com

Nanor C. Kamberian, Esq., CSB No. 316612

nanor@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302

Telephone: (818) 487-1998 ▪ Facsimile: (888) 783-1030

Attorneys for Plaintiffs Carlos Nieto and Clarence Johnson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BADER AQIL, an individual, on behalf of
himself and all others similarly situated

Plaintiff,

vs.

TOWNE PARK, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23STCV19863

CLASS ACTION

Assigned for all purposes to:

Hon. Bruce G. Iwasaki

Department: 11, Spring Street

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Original Complaint filed: August 18, 2023

First Amended Complaint: December 21, 2023

Second Amended Complaint: March 25, 2026

Trial: None set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC (“BCG”) and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 8,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Bader Aqil v. Towne Park,*
14 *LLC*, Los Angeles County Superior Court Case No. 23STCV19863, to assist in evaluating the
15 alleged wage and hour claims based upon putative class member data in preparation for a
16 mediation that occurred in January 2025.

17 ***Sample Size and Extrapolation***

18 6. Based on information from Counsel for Plaintiff and the data provided to me, I
19 understand that a random sample was originally taken from a putative class of approximately
20 4,818 individuals. This approximately 4.9% sample containing around 234 individuals is typical
21 in my experience considering the size of the total population.

22 7. The margin of error of this sample based on a 95% confidence level is
23 approximately 6.3%. While this margin of error is slightly larger than the typical 5% sought after
24 in sampling, there is no predetermined sample size or margin of error that unequivocally
25 determines validity. As stated by professor and statistician David Freedman regarding sample
26 size: "There is no definitive statistical answer to this familiar question. Bigger samples have less
27 sampling error. On the other hand, smaller samples may be easier to manage, and have less non-
28

1 sampling error. Bigger samples are more expensive than smaller ones: generally, resource
2 constraints will determine the sample size.”¹ In addition, the margin of error of this sample based
3 on a 90% confidence level is approximately 5.3%, slightly larger than the typical 5% sought
4 after.

5 8. I may be asked to develop additional analyses, observations, and queries in
6 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
7 that time, if appropriate, I will prepare a supplement to this declaration.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct this 18th day of May 2026 at Los Angeles, California.

10 

11 _____
12 Jarrett Gorlick
13
14
15
16
17
18
19
20
21
22
23
24

25 _____
26 ¹ D.A. Freedman. “Sampling” In the *Encyclopedia of Social Science Research Methods*. Sage
27 Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.
28

EXHIBIT 1



Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)
- Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship

Additional

- Computer Skills: Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- Volunteer Work: Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017

EXHIBIT 5

**DAVID YEREMIAN
& ASSOCIATES INC**

2540 Foothill Blvd., Suite 201
La Crescenta, California 91214

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM; ALVIN@YEREMIANLAW.COM

August 18, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
Los Angeles, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Towne Park, LLC as follows)

Towne Park, LLC
450 Plymouth Road, Suite 300
Plymouth Meeting, PA 19462
Certified Mail Tracking Number: 9589 0710 5270 0172 5264 80

Cogency Global, Inc.
Registered Corporate 1505 Agent for Service of Process for Towne Park, LLC
1325 J St., Ste 1550
Sacramento, CA 95814
Certified Mail Tracking Number: 9589 0710 5270 0172 5264 73

**Re: Labor Code § 2698, *et seq.* Penalties
PAGA Notice Letter to LWDA
Bader Aqil v Towne Park, LLC
Superior Court for the County of Los Angeles**

Gentlepersons:

This office represents Bader Aqil (“Plaintiff”) and other similarly aggrieved individuals employed as non-exempt, hourly employees employed by Defendants in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated

Aggrieved Employees, and the State of California, against Defendants Towne Park, LLC, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff and the Aggrieved Employees (“Aggrieved Employees”) worked as hourly, non-exempt employees of Defendants. Plaintiff worked as a hospitality services employee at one of Defendants’ facilities and locations in Pasadena, California and Los Angeles County. He and the other Aggrieved Employees were employed by Defendants as non-exempt, hourly hospitality services employees at Defendants’ locations and facilities throughout California, including in positions related to providing healthcare, hospitality, and parking services to Defendants’ customers.

Defendant Towne Park, LLC is a Delaware limited liability corporation which lists its principal address with the California Secretary of State in Plymouth Meeting, Pennsylvania and does not list a California office. It lists its type of business as “Valet/Hospitality Services.” Defendant Towne Park, LLC is listed as the employer on the wage statements issued to Plaintiff by Defendants on a bi-weekly basis, and upon information and belief to other Aggrieved Employees, with the same Pennsylvania address. Its website explains that: “As a tech enabled, multi-service hospitality company, Towne Park is the only company with a comprehensive suite of parking, mobility and hospitality solutions focused on delivering exceptional experiences from arrival through departure.” Plaintiff worked at Defendants’ facilities and location in Pasadena, California, and Defendants maintain operations through placements and locations throughout Los Angeles County and California.

Plaintiff and the other similarly Aggrieved Employees worked at Defendants’ behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

During the course of the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and were not paid at the appropriate rates. They were also not provided with all required meal and rest breaks, and miscalculated the rates at which they paid any premiums for those violations. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as hospitality services related workers based out of Defendants' facilities and locations in California.

Plaintiff worked as a hospitality services employee at one of Defendants' facilities and locations in Pasadena, California. His job duties as a valet included monitoring the parking facilities and valet office and assisting Defendants' customers with doors and luggage and parking and valeting vehicles for them. Plaintiff generally worked 40 hours a week or more, for five shifts per week with scheduled hours from 10:00 p.m. through 6:00 a.m. or 6:30 a.m. Plaintiff worked different shift schedules and hours as required, and often incurred overtime and even double time. Aggrieved Employees were required to input shift start and end times in an electronic time clock by scanning a fingerprint and entering their Employee IDs.

Defendants required Aggrieved Employees to perform work related duties off the clock and to remain under Defendants' control during times when they should have been on break or otherwise off the clock, including before and after their work shifts. Plaintiff would often clock in early so he could be on time and ready to begin at his scheduled shift start time. To complicate any determination of off the clock and unpaid hours worked, Defendants recorded shift start and beginning times, or required Employees to do so, but did not maintain any timekeeping punch records for any meal period beginning or ending times.

Instead, Defendants in many instances presumed Aggrieved Employees received a fully compliant meal period and automatically deducted 30 minutes from their hours worked for their shift. Defendants possessed the equipment and capabilities to record actual meal break times to the minute, as evidenced by the timekeeping entries for shift start and end times, yet Defendant willfully failed to record meal period start and end times. Given Defendants' unlawful policy of automatically deducting 30 minutes from a work shift in many instances for meal periods that were neither recorded nor provided or were otherwise unlawful, Defendants also failed to accurately record all hours worked by Aggrieved Employees during their work shifts. When combined with the other off the clock work and control the Aggrieved Employees endured, this led to Defendants' further failure to pay all wages owed and/or to pay them at the correct rate.

In some instances when no meal or rest break was provided by Defendants, they would pay some meal period and rest break premiums. However, if and when they did, Defendants failed to pay meal period and rest break premiums at the required rate by failing to include shift differentials and non-discretionary bonuses in the regular rate used to calculate and pay the penalties. As meal period and rest break premium payments are a form of wages, this further evidences Defendants' failure to pay wages for all hours worked and at the appropriate regular and overtime rates. This systematic underpayment of wages occurred, upon information and belief, in connection with the other similarly situated Aggrieved Employees who were paid a shift differential or other form of remuneration other than hourly wages and received a meal or rest break premium payment in the same pay period.

Upon information and belief, Defendant similarly miscalculated the overtime paid to Plaintiff and the other Aggrieved Employees by failing to include all forms of remuneration in the regular rate upon which overtime hours were calculated and paid. Additionally, Defendants paid Plaintiff and upon information and belief the other Aggrieved Employees certain holiday premiums, but failed to include that premium in the regular rate used to pay meal and rest break penalty premiums and to calculate and pay overtime in those pay periods.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring him to work off the clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or the breaks he received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones. Additionally, to the extent Defendants paid overtime, it was underpaid as addressed above or Defendants failed to include all forms of remuneration in the regular rate used to calculate and pay overtime wages, thus resulting in further underpayment of wages earned by Aggrieved Employees.

The failure to pay for all hours worked and underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at California Defendants' facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including

when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Aggrieved Employees with their required meal periods and the at least two or three ten-minute rest breaks required for scheduled shifts duration. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Defendants failed to provide duty-free meal periods of at least 30 uninterrupted minutes during Plaintiff's work shifts. Aggrieved Employees generally worked shifts that entitled them to receive at least one meal period and two rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to them. Defendants' uniformly applied policies and practices systematically failed to provide required duty-free meal periods to Aggrieved Employees. Defendants in fact made little or no effort to even schedule or otherwise provide the opportunity for Aggrieved Employees to take at least one meal period on their work shifts of eight hours or more. Defendants also initially instructed Plaintiff to state that he received his meal break when clocking out for the end of his shift even though he never received one, and Defendants often failed to pay required meal period premiums for such violations.

To the extent Defendants ever did provide Aggrieved Employees with the opportunity to take meal periods, upon information and belief they were often untimely or for less than 30 minutes, and they were invariably interrupted by work and customer demands or Plaintiff was required to remain standing by to respond to them. Given the constant and ongoing job and customer demands he faced and Defendants' failure to adequately staff its facilities and locations to permit employees to take breaks, Plaintiff was compelled to remain at the valet office and on the lot performing work related duties and remaining under Defendants' control during times when he was supposed to be enjoying a fully compliant meal period. By uniformly requiring Plaintiff and the other similarly situated Aggrieved Employees providing hospitality services in California to remain under Defendants' control and on premises during meal periods, Defendants committed systematic and ongoing meal break violations.

Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying meal period premium payments under Labor Code § 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including shift differentials and bonuses and premium payments to Aggrieved Employees, in the regular hourly rate at which they paid the premiums.

Additionally, as addressed above, Defendants systematically violated the record keeping requirements of the Labor Code and Wage Orders by failing to record meal period beginning and ending times for the Aggrieved Employees. Defendants instead presumed a compliant meal period was provided and automatically deducted 30 minutes from hours worked on the shift.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. They were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Aggrieved Employees were to receive meal periods and rest breaks, thus leading to further violations.

Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than 30 minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting shift differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Aggrieved Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Aggrieved Employees were able to take a meal period, it was often provided for less than the required 30 minutes or was otherwise interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Aggrieved Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period or rest break that Defendants failed to provide or deficiently provided.

Defendants also failed to authorize and permit Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks that Aggrieved Employees were unable to take as with meal periods. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten minute rest breaks for every four hours of work. Defendants also initially instructed Plaintiff to state that he received his rest breaks when clocking out for the end of his shift even though he never received them, and Defendants often failed to pay required rest break premiums for such violations.

Given the constant and ongoing job and customer demands he faced and Defendants' failure to adequately staff its facilities and locations to permit employees to take breaks, Plaintiff was compelled to remain at the valet office and on the lot performing job related duties and remaining under Defendants' control during times when he was supposed to be enjoying a duty free rest break. By uniformly requiring Plaintiff and the other similarly situated co-workers providing hospitality services in California to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations. In fact, Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying some rest break premium payments under Labor Code § 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest break premiums.

Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, he was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened. Further violations occurred as Aggrieved Employees were required to remain under Defendants' control by not being able to leave the premises and by Defendants' requirement that they remain ready to respond to work requirements and job demands.

Therefore, Defendants failed to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job demands. Defendants also failed to authorize and permit Aggrieved Employees to leave the property premises during rest breaks, or else prevented them from doing so, thus further evidencing Defendants' policy and practice of requiring Aggrieved Employees to remain under their control during required off-duty rest breaks.

Aggrieved Employees were therefore not authorized and permitted to take lawful rest periods, and the ones Defendants attempted to authorize and permit were generally either untimely or shortened and on-duty. Defendants thus required Aggrieved Employees to work or otherwise remain under Defendants' control through or during breaks. Upon information and belief, they were also not provided with one hour of regular rate compensation for any unprovided or unlawfully provided rest breaks, but to the extent they ever were, Defendants miscalculated the regular rate of compensation and underpaid the premiums as with meal periods.

Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. Defendants have thus consistently violated Labor Code § 221 by unlawfully collecting or deducting the Aggrieved Employees' earned wages, , including by the above described off the clock work before and after work shifts and automatically deducting hours for unpaid meal periods Defendants failed to provide and by miscalculating the regular rate and underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked, and not recording any break times or permitting off-duty breaks

and automatically deducting for unrecorded meal periods, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. .

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time or to pay it at the correctly calculated rate, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or to pay them at the correct regular rate. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.

Moreover, Defendants violated Section 226 by failing to provide the Aggrieved Employees with any wage statements with their semi-monthly wage payments. If and when Defendants provided statements, they failed to accurately list the applicable overtime rate required or the actual total hours worked, and therefore systematically underpaid wages leading to inaccurate wage statements. Defendants failed to accurately record and pay for all regular and overtime and double time hours worked by Aggrieved Employees, and unlawfully miscalculated and underpaid overtime and any meal period and rest break premiums they paid, which all resulted in inaccurate wage statements.

Defendants have thus failed to provide Aggrieved Employees with wage statements that accurately reported all hours worked and applicable hourly rates for all hours worked. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing wage statements that inaccurately reported total hours worked and total wages earned by Aggrieved Employees, along with the appropriate applicable rates, among other requirements.

Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees. Additionally, Plaintiff has requested records from Defendants and they have not responded. Therefore, Plaintiff also asserts that Defendants have had a consistent policy of denying Plaintiff and Aggrieved Employees the right to inspect and receive all of their payroll records, timecards, and personnel records.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime and double time premium wages owed for work conducted on a work shift and a workday, or pay meal and rest break premiums, or to pay them at the correct rate, as addressed above. In addition to not paying for all hours worked off the clock and for all meal and rest period premiums owed during a pay period, Defendants failed to

pay overtime at the required premium rate by not including all forms of compensation received in the calculation of the regular rate used to calculate and pay overtime premium wages, which further directly violates Labor Code § 204 for failure to pay all wages owed twice monthly. This is also exemplary of Defendants' failure to provide accurate itemized wage statements listing these hours worked and applicable rates and satisfying all other requirements under Labor Code § 226(a) and under the corresponding requirements in the Wage Order.

Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. Labor Code §§ 201-203. Defendants required Aggrieved Employees to work hours off the clock for which they were not compensated, and Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or to pay them at the correct rates, as addressed above. Therefore, from at least three or four years prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. Defendants also failed to pay all wages owed to those Aggrieved Employees at the time they were terminated or otherwise separated from employment. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the aggrieved employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

Defendants also failed to provide suitable seating to Aggrieved Employees. Plaintiff was required to be located in the valet office during work hours, and for a large percentage of them. Throughout his shifts, including when waiting for customers, Plaintiff would be required to stand in Defendants' valet office on site for long periods. Defendants should have provided Plaintiff with suitable seating at his assigned office location, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff's job duties. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and certain

Aggrieved Employees with suitable seats in violation of Wage Order 7-2001, § 14, Defendants violated California Labor Code § 1198. Plaintiff has been injured because he was employed by Defendants and was not provided with suitable seating, in violation of Lab. Code § 1198 and Wage Order 7-2001, § 14. He was harmed by Defendants' failure to provide seats because he was required to stand for extended periods of time despite the fact that the nature of his work did not require that he remain standing at all times.

Defendants have also regularly required Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Aggrieved Employees to wear company uniforms during their work shifts, including his shirts and pants. While Defendants provided these to Aggrieved Employees, upon information and belief, Defendants provided no way for them to clean and maintain the uniforms through their employer. Instead, Aggrieved Employees were required to pay to clean and maintain these uniforms with their own money, and Defendants failed to reimburse the funds incurred to wear and maintain the uniforms Defendants required them to wear when working.

Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so. Defendants uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The

minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control and due to the work demands placed upon them by Defendants’ management and during breaks. Defendants also failed to pay meal and rest break premiums at the correct rate of pay by failing to include all forms of remuneration in them. Defendants have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work and work during breaks. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting

time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates, or of miscalculating them by not including all forms of remuneration in the regular rate of compensation used to calculate and pay overtime. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants underpaid overtime by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7, 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Defendants failed to provide duty-free meal periods of at least 30 uninterrupted minutes during Plaintiff's work shifts. Defendants in fact made little or no effort to even schedule or otherwise provide the opportunity for Aggrieved Employees to take at least one meal period on their work shifts of eight hours or more. Defendants also initially instructed Plaintiff to state that he received his meal break when clocking out for the end of his shift even though he never received one, and Defendants often failed to pay required meal period premiums for such violations.

To the extent Defendants ever did provide Aggrieved Employees with the opportunity to take meal periods, upon information and belief they were often untimely or for less than 30 minutes, and they were invariably interrupted by work and customer demands or Plaintiff was required to remain standing by to respond to them. Given the constant and ongoing job and customer demands he faced and Defendants' failure to adequately staff its facilities and locations to permit employees to take breaks, Plaintiff was compelled to remain at the valet office and on the lot performing work related duties and remaining under Defendants' control during times when he was supposed to be enjoying a fully compliant meal period. By uniformly requiring Plaintiff and the other similarly situated Aggrieved Employees providing hospitality services in California to remain under Defendants' control and on premises during meal periods, Defendants committed systematic and ongoing meal break violations. In fact, Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying meal period premium payments under Labor Code 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the premiums. Additionally, as addressed above, Defendants systematically violated the record keeping requirements of the Labor Code and Wage Orders by failing to record meal period beginning and ending times for the Aggrieved Employees. Defendants instead presumed a meal period was provided and compliant and automatically deducted 30 minutes from hours worked for the shift.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability under Labor Code § 226.7 and Penalties

Defendants similarly failed to authorize and permit duty free rest breaks of at least 10 uninterrupted minutes during Plaintiff's work shifts. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten minute rest breaks for every four hours of work. Defendants also initially instructed Plaintiff to state that he received his rest breaks when clocking out for the end of his shift even though he never received them, and Defendants often failed to pay required rest break premiums for such violations. Given the constant and ongoing job and customer demands he faced and Defendants' failure to adequately staff its facilities and locations to permit employees to take breaks, Plaintiff was compelled to remain at the valet office and on the lot performing job related duties and remaining under Defendants' control during times when he was supposed to be enjoying a duty free rest break.

By uniformly requiring Plaintiff and the other similarly situated co-workers providing hospitality services in California to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations. In fact, Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying rest break premium payments under Labor Code 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest break premiums

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened

durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants unlawfully received and/or collected wages from the Aggrieved Employees by implementing a policy understating the hours worked and by requiring off the clock work and miscalculation of the regular rate for overtime and meal and rest premium payments, as alleged above. Aggrieved Employees had their wages unlawfully deducted when Defendants recorded fewer hours worked in the timekeeping records than were in fact worked. By not compensating Employees for all hours worked and failure to pay for hours spent under Defendants' control, or by miscalculating the pay rate, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above. Additionally, Defendants committed facial violations of section 226, including failing to list the address and name of the entity that is the employer. This violates Labor Code § 226(a)(8) requiring employers to accurately list the name and address of the legal entity that is the employer, and also other section 226(a) subsections, including for failing to list all hours worked and rates or the beginning and ending dates of the pay period.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage

statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

Given the above described off the clock work and deductions from hours worked perpetrated by Defendants' management, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by miscalculating overtime and meal and rest premiums, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. Defendants violated this by failing to record meal period beginning and end time for the shifts worked by Plaintiff, and upon information and belief the other Aggrieved Employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage

statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Plaintiff is one such employee, and he was not paid all his wages due and owing to him at the time required after his resignation. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Suitable Seating to Employees Under the Wage Orders:

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. Plaintiff was required to be located in the valet office during work hours, and for a large percentage of them. Throughout his shifts, including when waiting for customers, Plaintiff would be required to stand in Defendants' valet office on site for long periods. Defendants should have provided Plaintiff with suitable seating at his assigned office location, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff's job duties.

The nature of the effected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties. By their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, Plaintiff seeks penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to wear company uniforms during their work shifts, including his shirts and pants. While Defendants provided these to Aggrieved Employees, upon information and belief, Defendants provided no way for them to clean and maintain the uniforms through their employer. Instead, Aggrieved Employees were required to pay to clean and maintain these uniforms with their own money, and Defendants failed to

reimburse the funds incurred to wear and maintain the uniforms Defendants required them to wear when working.

Defendants thus uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under

paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Provide Suitable Seating: For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

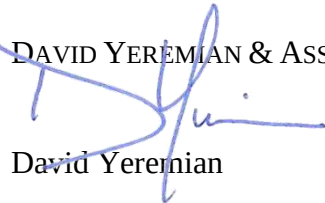
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Towne Park, LLC and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Towne Park, LLC