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Attorneys for Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSEMARY IGLESIAS, an individual;
EVET RICO, an individual; MARIA RICO, an
individual; on behalf of themselves and all
others similarly situated and the general
public,

Plaintiffs,

vs.

LAUNDRY PLANET, LLC, a California
limited liability company; SANTA FE
LAVANDERIA, LLC, a California limited
liability company; YOUR LAUNDRY
BUTLERS, LLC, a California limited liability
company; ART JAEGER, an individual; and
DOES 1 to 100, inclusive,

Defendants.

) Case No. 23STCV28632

) [Assigned for All Purposes to:
) The Hon. William F. Highberger, Dept. SS10]

) **DECLARATION OF AARON A. BARTZ IN**
) **SUPPORT OF PLAINTIFFS' MOTION**
) **FOR FINAL APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

) Date: January 21, 2026

) Time: 11:00 a.m.

) Dept: 10

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I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Settlement.

PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS

3. The parties in this case have reached a proposed \$140,000 non-reversionary Settlement in this class action case. A true and correct copy of the Class Action and PAGA Settlement Agreement and Amendment, is attached collectively hereto as **Exhibit 1**. On September 16, 2025, this Court granted Preliminary Approval of the parties' Settlement. Attached as **Exhibit 2** is a true and correct copy of the Court's Order Granting Preliminary Approval ("Order").

4. Pursuant to the Order, on October 21, 2025, the settlement administrator Xpand Legal (“Xpand”), mailed the Class Notice to the 70 class members. (*See* Declaration of Jonathan Paul).

5. Prior to sending out the Class Notice, Xpand analyzed the class member data provided by Defendants, and calculated the number of class members and workweeks. Defendants further provided Xpand with the names, last known addresses, and social security numbers for the class members based upon Defendants' employment records. After receiving the relevant contact information, Xpand accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendants.

6. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendants shall pay in addition to the \$140,000 settlement), there is no claim form requirement, and no residual will revert to Defendants. No class member has opted out, and no class member has objected to the settlement. In the event a class member does not negotiate

(cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund. The average payment to each class member is approximately \$883.

SUMMARY OF SETTLEMENT

7. In summary, the settlement fund is allocated as follows:

- (1) Net settlement fund: \$61,834;
- (2) Attorney's fees and costs: \$46,666 in attorneys' fees and \$5,000 in costs;
- (3) Settlement administrator expenses of \$6,500;
- (4) PAGA payment: \$5,000 (\$3,750 to the LWDA, and \$1,250 to aggrieved employees);
- (5) Class representative enhancement of \$5,000 for each named Plaintiff, totaling \$15,000.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

8. This case arises out of wage and hour violations by Defendants against their current and former California employees. A true and correct copy of Plaintiffs' operative Complaint is attached hereto as **Exhibit 3**.

9. Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation.

10. The parties negotiated over many months, opting not to spend money on a mediator to ensure more money could be distributed to class members. Prior to engaging in those settlement discussions, Defendants provided Plaintiffs with class-wide data from which Plaintiffs' Counsel

could extrapolate a damage analysis in preparation of mediation. There are a total of 70 Class Members and 1,983 workweeks in the Class Period from November 21, 2019 through November 21, 2024. There are also 16 aggrieved employees and 142 pay periods within the PAGA Period.

NATURE OF CLAIMS

11. Plaintiffs' operative Complaint alleges claims for 1) Failure to Pay All Wages; 2) Waiting Time Penalties; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Proper Rest Periods; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6) Unfair Business Practices; and 7) Violation of Labor Code § 2699 (PAGA). Plaintiffs further alleges that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

CLAIM	TOTAL EXPOSURE	SETTLEMENT VALUE
Failure to Pay Wages	\$153,603	\$107,522
Meal	\$39,897	\$27,927
Rest	\$42,863	\$21,431
Waiting time	\$454,809	\$45,480
Paystub	\$36,120	\$18,060
PAGA	\$439,714	\$43,971
TOTAL	\$1,167,006	\$264,391

a. Overtime/Off-the-Clock Wage Violations

Labor Code § 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Further, "[a]ny work in

1 excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate
2 of pay . . . , [and] any work in excess of eight hours on any seventh day of a workweek shall be
3 compensated at the rate of no less than twice the regular rate of an employee.”

4 Labor Code § 1194 states any employee receiving less than the legal minimum wage is
5 entitled to recover the unpaid balance of the full amount of this minimum wage, including interest
6 thereon, reasonable attorney’s fees, and costs of suit.

7 Plaintiffs contend that Defendants failed to pay all wages due in numerous respects. **First,**
8 Plaintiffs asserted that Defendants failed to honor Plaintiffs’ and other class members’ meal
9 periods which resulted in automatic deductions from their pay, which resulted in the employees’
10 lost wages for these automatic deductions, including but not limited to overtime compensation.
11 Plaintiffs contend this resulted in violations of Labor Code § 510 and 1194, and the relevant
12 California Industrial Welfare Commission Orders.

13 **Second,** Plaintiffs contend that Defendants did not maintain accurate and complete time
14 records. Where an employer fails to keep accurate records of an employee’s work hours, even
15 “imprecise evidence” by the employee can provide a sufficient basis for damages in an unpaid
16 wages or overtime claim. *See Furry v. East Bay Publishing, LLC*, 30 Cal.App.5th 1072, 1079
17 (2018).

18 Class Counsel analyzed payroll and time records for the class members and calculated
19 that the total estimated verdict value for this claim is approximately \$153,603. Class Counsel
20 assumed 2 hours per week of unpaid hours per shift, and applied an overtime violation value
21 based on payroll records for the class, including pay period counts per year, and a weighted
22 average rate of pay. Based on the defenses alleged, the off-the-clock claims, testimony from
23 Plaintiffs and class members, and the fact that documented evidence of such violations is scant,
24 Plaintiffs placed a reasonable settlement value of the overtime/off-the-clock wage claim at
25 seventy percent of the total verdict value, or **\$107,522**.

26 **b. Meal and Rest Period Claims**

27 i. Meal period liability and damages
28

1 Plaintiffs contend that Defendants failed to provide Plaintiffs and class members with a
2 duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512
3 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior*
4 *Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage
5 Order(s) results in payment by the employer of one additional hour of pay at the employee's
6 regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code §
7 226.7.)

8 In *Brinker, supra*, the California Supreme Court held that “under ... Labor Code § 512,
9 subdivision (a), an employer must relieve the employee of all duty for the designated period, but
10 need not ensure that the employee does no work” during the meal period. *Id.* at 1034. However,
11 “...an employer may not undermine a formal policy of providing meal breaks by pressuring
12 employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*,
13 133 Cal.App.4th 949, 962–63 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th
14 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely
15 difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638
16 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or
17 'reprimand'" would be illegal].) Defendants also cannot create “incentives to forego, or
18 otherwise encourage[] the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at
19 1040.

20 Moreover, when time records show short, missed, and late meal periods, there is a
21 presumption that an employer violated California's meal period requirements. *See Donohue v.*
22 *AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) (“If time records show noncompliant meal periods,
23 then a rebuttable presumption of liability arises.”)

24 Plaintiffs contend that Defendants' meal period practices are unlawful under California
25 law. **First**, Plaintiffs contend that Defendants' time records show substantial violations, which
26 under *Donahue*, create a presumption that Defendants were not in compliance with the law.
27 **Second**, while the meal period policy is facially compliant, Plaintiffs contend that Defendants
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1 failed to schedule meal periods, and Defendants' stores were short-staffed, thus precluding
2 employees from taking their meal periods. This resulted in numerous violations, as reflected in
3 the time records. **Third**, Plaintiffs assert that it does not appear that Defendants paid meal period
4 premiums at any time during the class period. The lack of meal period premiums paid to the
5 putative class demonstrates that Defendants had a pattern and practice of neglecting to pay meal
6 period premiums for meals which were late, short, interrupted, missed, or on-duty – which
7 represents significant liability exposure for Defendants. Additionally, Plaintiffs contend that
8 Defendants also fails to maintain accurate and complete documentation regarding Plaintiffs' and
9 other class members' meal periods, resulting in a prima facie violation of the Wage Orders. As
10 such, it is presumed that Plaintiffs and the class members were not relieved of duty and no meal
11 periods were provided. (Bartz Decl., ¶ 21.b.i). See *Brinker, supra*, 53 Cal.4th at 1053 (conc. opn.
12 of Werdegar, J.)

13 Notwithstanding the above, Defendants contend that Plaintiffs and class members had the
14 ability and in fact did take meal periods, and that if they did not, it was their own choice, and
15 therefore not actionable. Defendants further contend that it has compliant meal period policies
16 and contends that it has time records showing that the vast majority of them show that Plaintiffs
17 and other class members were afforded compliant meal breaks. Defendants also contend that
18 testimony from current and former employees would prove that the employees were provided
19 with ample time to take meal breaks.

20 Class Counsel calculated the maximum verdict value of the meal break claim to be
21 approximately \$39,897. This calculation is based on a 100% violation rate. Accordingly, Class
22 Counsel determined a total violation rate for the class members, and average rate of pay based on
23 the payroll data for the class. Based on discussions with Plaintiffs, reviewing the various payroll
24 records and policies, and the defenses raised, Plaintiffs believe they had a seventy percent
25 probability of recovering all of these damages. Accordingly, Plaintiffs contend the reasonable
26 exposure of the meal break claim is approximately **\$27,927**.

27 ii. Rest period liability and damages
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1 Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
3 each work period. The authorized rest period time shall be based on the total hours worked daily
4 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,
5 a rest period need not be authorized for employees whose total daily work time is less than three
6 and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
7 there shall be no deduction from wages.”

8 Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
9 employee a rest period in accordance with the applicable provisions of this order, the employer
10 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
11 workday that the rest period is not provided.” Moreover, during rest periods, “employees must
12 not only be relieved of work duties, but also be freed from employer control over how they spend
13 their time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an
14 employer adopts common policies that prevent employees from taking their rest breaks, it presents
15 a common factual issue by which liability may follow. *See Jaimez v. Daijhs USA, Inc.*, 181
16 Cal.App.4th 1286, 1304 (2010). Indeed, “[t]he wage orders and governing statute do not
17 countenance an employer’s exerting coercion against the taking of, creating incentives to forego,
18 or otherwise encouraging the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at
19 1040.

20 Plaintiffs contend that Defendants’ meal period practices are unlawful under California law
21 and that Defendant did not authorize or permit Plaintiffs or the class members duty-free rest
22 periods. Defendants, on the other hand, contend that Plaintiffs and the class members were
23 provided numerous breaks throughout the day to more than comply with California’s rest period
24 requirements.

25 Class Counsel assumed a 100% violation rate for all shifts by class members of 3.5 hours
26 or more. Based on that assumption, Class Counsel calculated total violations across the class,
27 multiplied by an average rate of pay for the class members. As such, Class Counsel calculated the
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1 maximum verdict value of the rest period claims to be approximately \$42,863. Based on the
2 difficulty of proving rest period violations on a class wide basis, and the lack of objective evidence
3 proving such violations, Plaintiffs believe they had a fifty percent chance of recovering all of the
4 rest period damages. As such, Plaintiffs believe the reasonable exposure of the rest break claim is
5 approximately **\$21,431**.

6 **c. Waiting Time Penalty**

7 The waiting time penalty claim is purely derivative. Class Counsel analyzed the data to
8 find that there are approximately 180 former employees included in the putative class that would
9 be eligible for the Labor Code §203 penalties. Class Counsel calculated the total verdict value at
10 approximately \$454,809. This amount was calculated by multiplying the average daily rate of
11 pay during the statutory period by 30, which is the maximum number of days allowable as
12 waiting time penalties under section 203, and then multiplying that by the total number of former
13 employees. Plaintiffs further discounted the waiting time penalty claim based on risk and the
14 fact that waiting time penalties are not awarded if a good faith dispute exists as to whether the
15 wages were owing, including whether in fact non-California based employees would be entitled
16 to waiting time penalties. Further, the class would have the burden of proving a “willful”
17 withholding of wages. Plaintiffs considered that under Labor Code §203 there is only a penalty
18 if "an employer willfully fails to pay" all wages due to an employee upon separation. Willfulness
19 does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the
20 employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp. No. 2* (2008) 163
21 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are
22 due occurs when an employer presents a defense, based in law or fact which, if successful, would
23 preclude any recover on the part of the employee. The fact that a defense is ultimately
24 unsuccessful will not preclude a finding that a good faith dispute did exist.")

25 Once Plaintiffs determined the maximum reasonable exposure of the claim, Plaintiffs
26 placed a settlement value of **\$45,480** or approximately ten percent of the reasonable exposure
27 value, based upon the above discounts applied to the reasonable value of the claim.
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1 **d. Paystub**

2 As to the paystub penalty, which is derivative of the other claims identified above, Class
3 Counsel arrived at a maximum reasonable exposure of this claim of approximately \$36,120. This
4 figure was arrived at by assuming that each wage statement that was provided to the class
5 members violated LC §226, and multiplying the number of pay periods during the statutory
6 period by \$50 for initial violations, and \$100 for subsequent violations.

7 Defendants argue that, even assuming there are any violations, which they deny, the fact
8 that derivative violations were minor and that the Defendants had presented evidence of a good
9 faith dispute as to any violation. *Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d
10 810, 829 (no section 226 violation where the employer "makes a good faith claim" in its
11 defense); *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the
12 "employer did not knowingly and intentionally fail to provide itemized wage statements" where
13 there was a "good faith dispute").

14 Based on the raised defenses, as well as the risk of certification and related risks of
15 proving all violations, Plaintiffs have placed a reasonable settlement value of **\$18,060** or fifty
16 percent of the reasonable exposure of the pay stub claim.

17 **e. PAGA**

18 Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor
19 Code violations identified above. Once a PAGA violation is found, a court must award civil
20 penalties. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1211-1213.
21 Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based
22 on the facts and circumstances of the particular case, to do otherwise would result in an award
23 that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

24 Significantly, moreover, because it is an open question regarding the Defendants'
25 liability, there is a very real possibility that a court would substantially reduce the penalties, even
26 if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal.
27 2011) (reducing penalties from \$2.8 million to \$500,000 based on wage statement violations
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because to assess full penalties would be unjust and arbitrary); Thurman v. Bayshore Transit Mgmt., Inc., 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

Class Counsel calculated the reasonable PAGA penalties to be valued at \$439,714, which includes the stacking of penalties for numerous violations, as set forth above. Based on the uncertainty of recovery on Plaintiffs' claims, Plaintiffs believe the PAGA claim's reasonable value is ten percent of the total value, or approximately **\$43,971**.

f. Total Damage Exposure¹

Plaintiffs believe that the \$140,000 settlement achieved in this case is very good for the class members. Based upon a reasonable exposure value of \$264,391, the settlement represents approximately 53% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the risks of going to trial, Class Counsel believe this settlement is a good result for all of the class members.

ATTORNEY COMPETENCE IN CLASS ACTIONS

12. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have been approved as Class Counsel include:

- a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058
- b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701
- c. *Casserly v. Randstad US, L.P., et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

¹ The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

- 1 d. *Crilly v. Micro Electronics, Inc.*
2 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 3 e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
4 Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC
- 5 f. *Holsted et al. v. R.J. Noble Company et. al.*
6 Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC
- 7 g. *Piggue v. Chief Protective Services, Inc.*
8 Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC
- 9 h. *Walsh v. Pacific Bell Telephone Company*
10 Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC
- 11 i. *Woods v. JFK Memorial Hospital*
12 Riverside County Superior Court, No.: INC 1205209
- 13 j. *Ramirez et. al v. Titan Insurance of New Mexico*
14 Riverside County Superior Court, No.: RIC1211890
- 15 k. *DeSantos v. Jaco Oil Company, et al.*
16 U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- 17 l. *Duran v. Big 5 Corp.*
18 Los Angeles Superior Court, Case No. BC557154
- 19 m. *Sheahan v. Celtic Leasing Corporation, Inc.*
20 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 21 n. *Panasis v. Control4 Corporation*
22 United States District Court, Central District of California
23 Case No. SACV-16-1179-DOC
- 24 o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
25 United States District Court, Western District of Washington
26 Case No. C12-2184 TSZ
- 27 p. *Matthews v. Whelan Security of California, Inc.*
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1 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
2 q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*,
3 Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
4 r. *Wang v. Fountain Valley Regional Hospital*
5 Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
6 s. *Skerl v. Sutter Bay Hospitals*
7 San Mateo Superior Court, No. 21-CIV-02057

8 13. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in
9 Economics and English, and graduated from Southwestern Law School in 1998. Since becoming
10 a lawyer in 1998, my practice has focused on complex litigation matters, and since 2010,
11 complex employment law and wage and hour matters.

12 14. I am a member of the California State Bar, the Orange County Bar Association,
13 Los Angeles County Bar Association, and California Employment Lawyers Association. I have
14 an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27+
15 year career, I have handled many successful employment law matters both at the trial and
16 appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases,
17 the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my
18 clients. I have successfully prosecuted and obtained significant recoveries in several class action
19 lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead
20 counsel in *Walsh v. Pacific Bell*, which settled for \$16,800,000. Recently, in October 2023, I
21 was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for
22 a \$12,000,000 settlement for health care workers. I have also been involved in many other
23 million and multi-million dollar verdicts and settlements over the years.

24 15. In addition to myself, Rex J. Phillips, an attorney with over 19 years of
25 experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with
26 Honors from Glendale University College of Law, achieved a B.A. in English from California
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1 State Polytechnic University, Pomona, and has many years of experience prosecuting
2 employment actions, including wage and hour class and representative actions.

3 16. Moreover, assisting Mr. Phillips and I on this case were paralegals Nestor Mejia
4 and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business
5 Administration, and has many years of experience working on employment and wage and hour
6 matters, including PAGA and complex class actions, for my firm and others within California.
7 Ms. Nguyen-Phuoc has a BA from University of California, Irvine (UCI), and attained a
8 paralegal certificate from UCI in 2023. Ms. Nguyen-Phuoc has worked on various employment
9 and wage and hour matters for the past year.

10 **CLASS REPRESENTATIVE ENHANCEMENT**

11 17. Plaintiffs Rosemary Iglesias, Evet Rico, and Maria Rico have been intimately
12 involved in the prosecution of this case from the beginning. Prior to filing this case, I spent
13 numerous hours talking to Plaintiffs about the wage and hour issues that they experienced while
14 working for Defendants, and worked with them in developing the theories of the case. All of the
15 Plaintiffs were very helpful in helping to interpret the documents produced in informal
16 discovery, and ensuring that this class action lawsuit was targeted towards the most impactful
17 claims. Plaintiffs also produced payroll and other employment records to assist Class Counsel in
18 pursuing the claims in this case.

19 18. In addition, Plaintiffs are releasing all claims, not just wage and hour claims, as
20 part of their releases in this case. This is significant because Plaintiffs all complained about
21 wage and hour issues during their employment. If Plaintiffs had pursued retaliation claims, they
22 could have been much more lucrative to them personally than this action. As such, because
23 Plaintiffs' release includes a waiver of unknown claims and his rights under California Civil
24 Code § 1542, they can no longer pursue such claims.
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1 19. In short, Plaintiffs have been diligent in every aspect of this case, throughout the
2 pre-filing and discovery, settlement negotiations, and ensuring that the class received the best
3 resolution possible in this case.

4 20. Based on the work that they have done for the class in this case, the risks of this
5 litigation, I believe each Plaintiff is entitled to an enhancement award of \$5,000, totaling \$15,000.

6
7 **ATTORNEYS FEES, COSTS AND EXPENSES**

8 21. To date, my firm Bartz Law Group APC has spent more than 85 hours on this
9 case and has incurred approximately \$64,000 in fees thus far. My billing rate is currently \$925
10 per hour, and was previously \$850 an hour during this case, and Rex Phillips' billing rate is \$650
11 an hour, and my paralegals, Nestor Mejia and Leanne Nguyen-Phuoc, bill at rates of \$295 and
12 \$215 per hour, respectively. Attached as **Exhibit 4** is a true and correct copy of the attorneys'
13 fees incurred by Bartz Law Group APC in this case. The fees incurred were reasonable and
14 necessary in order to prosecute this case. These rates are well within reasonable market rates in
15 Southern California, and generally modest when compared to other employment law attorneys
16 with comparable experience, and do not reflect the risk with this being a contingency case.

17 22. In total, Class Counsel has billed more than 100 hours, representing approximately
18 \$75,725 in attorneys fees in this case. Class Counsel is requesting attorneys' fees of \$46,666, or
19 one-third of the gross settlement amount. Class Counsel believes that pursuant to *Lealao v.*
20 *Beneficial California, Inc.*, 82 Cal.App.4th 19 (2000), that the fee request in this case is fair and
21 reasonable in view of the typical common fund attorneys' fees awards and similar California class
22 action settlements.

23 23. Class Counsel has also incurred reasonable and necessary costs to prosecute this
24 action, including filing fees, mediation fees, and expert fees, among others. My firm's total costs
25 to prosecute this action are \$4,559.53. Attached as **Exhibit 5** are Bartz Law Group APC
26 attorneys' costs incurred in connection with this case. Although total costs are more than
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1 \$5,688, Class Counsel requests costs of \$5,000 in accordance with the preliminary approval
2 order.

3 24. The settlement administrator Xpand requests \$6,500 in fees and costs to
4 administer the settlement. Based on my experience in prosecuting wage and hour class actions,
5 Xpand's expenses of \$6,500 to administer the settlement is fair and reasonable, and should be
6 approved.

7 25. Concurrently with the filing of this Motion, Plaintiffs have also transmitted this
8 all motion for final approval papers filed with this Court to the Labor Workforce and
9 Development Agency/Department of Industrial Relations, by online submission, at its website
10 located at <https://dir.govfa.net/432>.

11
12 I declare under penalty of perjury under the laws of California that the foregoing is true
13 and correct. Executed on December 18, 2025, at Irvine, California.

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16 //Aaron A. Bartz//

Aaron A. Bartz
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rosemary Iglesias, Evet Rico, and Maria Rico (“Plaintiffs”) and Defendants Santa Fe Lavanderia LLC dba Santa Clarita Laundry, Your Laundry Butlers, LLC, dba Laundry Butler for You, Laundry Planet LLC, dba The Oaks Laundry, Valencia Laundry (a California S-Corp), dba Valencia Express Laundry Center, Simi Valley Laundry LLC, and Art Jaeger (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Rosemary Iglesias v. Laundry Planet, LLC, et al.*, Case No. 23STCV28632, filed in the Los Angeles Superior Court.
- 1.2. “Administrator” means Xpand Legal Consulting, LLC (“Xpand”), 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 current and former non-exempt employees who have worked in California for Defendants and did not sign an arbitration agreement at any time from August 1, 2022, through November 21, 2024, whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.
- 1.5. “Class” means all non-exempt current and former employees who worked in California for Defendants and did not sign an arbitration agreement during the Class Period.
- 1.6. “Class Counsel” means Bartz Law Group, APC and United Employees Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 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), during the Class Period.
- 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, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from November 21, 2019, through November 21, 2024.
- 1.13. "Class Representatives" mean the named Plaintiffs Rosemary Iglesias, Evet Rico, and Maria Rico, seeking Court approval to serve as Class Representatives.
- 1.14. "Class Representative Service Payments" means the payments to the Class Representatives 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. "Defendants" means named Defendants Santa Fe Lavanderia LLC dba Santa Clarita Laundry, Your Laundry Butlers, LLC, dba Laundry Butler for You, Laundry Planet LLC, dba The Oaks Laundry, Valencia Laundry (a California S-Corp), dba Valencia Express Laundry Center, Simi Valley Laundry LLC, and Art Jaeger.
- 1.17. "Defense Counsel" means Nancy Yaffe and Steven Gallagher of Fox Rothschild LLP.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, twenty-one (21) days after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, twenty (20) days after the deadline for filing a notice of appeal from the Judgment or the appeal is withdrawn; or if a timely appeal from the Judgment is filed, twenty (20) days after the appellate court affirms the Judgment and issues a remittitur.
- 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" means One Hundred Forty Thousand Dollars (\$140,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.
- 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 Workweeks worked during the PAGA Period.

- 1.25. “Judgment” means the judgment approved by Defense Counsel and 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” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from August 1, 2022 through November 21, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ August 1, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, and 2699.
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$5,000.00), allocated 25% to the Aggrieved Employees (\$1,250.00) and 75% to LWDA (\$3,750.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” mean Rosemary Iglesias, Evet Rico and Maria Rico, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

- 1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “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.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiffs filed the Action on November 21, 2023, and thereafter filed Doe Amendments adding Valencia Laundry and Simi Valley Laundry, LLC, and alleging causes of action against Defendants for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, and Violation of the PAGA. Defendants deny the allegations alleged in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. For many months, the Parties engaged in informal settlement discussions, which after extensive back and forth negotiations, led to this Agreement to settle the Action.
- 2.4. Prior to engaging in settlement discussions, Plaintiffs obtained, through informal discovery, time and payroll records of Defendants, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay One Hundred Forty Thousand Dollars (\$140,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants agree to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendants will be obligated to pay under the Settlement embodied by this Agreement. Except as set forth in Paragraph 9, under no circumstances shall the Settlement sum exceed the sum of \$140,000.00, inclusive of class payments, PAGA penalties, and attorney fees

and costs. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 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:
- 3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the amount of not more than Five Thousand Dollars (\$5,000.00) to each of the Class Representatives, totaling Fifteen Thousand Dollars (\$15,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to 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 Payment.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be Forty-Six Thousand Six Hundred Sixty Six Dollars (\$46,666.00) and a Class Counsel Litigation Expenses Payment of not more than Five Thousand Dollars (\$5,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.
- 3.5. To the Administrator: An Administrator Expenses Payment not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) 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 \$6,500, the Administrator will allocate the remainder in the Net Settlement Amount.
- 3.6. 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.
 - 3.6.1. Tax Allocation of Individual Class Payments. 10% 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 90% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.6.2. 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.

3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Five Thousand Dollars (\$5,000.00) to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties of \$1,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.7.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 55 Class Members who collectively worked a total of 1,998 Workweeks from November 21, 2019 to November 21, 2024, and 52 PAGA Aggrieved Employees who worked a total of 1,237 PAGA Pay Periods from August 1, 2022 to November 21, 2024.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the 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. Defendants shall fully fund the Gross Settlement Amount within 10 days of the Effective Date. Defendants shall also fund the amounts necessary to fully pay Defendants' share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.
- 4.4. Payments from the Gross Settlement Amount. Within 10 days after the Defendants fully fund the entire 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 Representatives' 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 a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to 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 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 California Controller's Unclaimed Property Fund in the name of the Class Member 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 Defendants 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 Defendants fully fund 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 Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Defendants and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by Defendants or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with Defendants taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. 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.

5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of

the Settlement.

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, proposed Judgment, 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.
- 6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Xpand to serve as the Administrator and verified that, as a condition of appointment, Xpand agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. 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, PAGA Members, 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 14

days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than 5 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. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. 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, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed 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. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator’s determination of authenticity

shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3. 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 5.3 and 5.4 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 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods, redacting all identifying information, to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.
- 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 Payment.
 - 7.7.2. Participating Class Members may send written objections to the Administrator, by fax 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 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, 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 Objections; and (b) copies of all Objections

submitted (whether valid or invalid).

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 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the number of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”). Unless otherwise instructed by the Court, the Class Administrator shall keep all class contact information confidential.

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 with all identifying information redacted, objections received with all identifying information redacted, challenges to Workweeks and/or Pay Periods received and/or resolved with all identifying information redacted, 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 redacted copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge, unless the Court determines otherwise.

7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a

signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the redacted Exclusion List (unless the Court later requires identification of individuals on the Exclusion list). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court, including as to disclosure of the identity of individuals who opted out of the settlement class. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **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. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

- 8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely

for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 8.5. 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 Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that during the Class Period, there are 70 Class Members and 1,998 Workweeks. If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendants (i.e. 2,198), then the Gross Settlement Amount shall be increased proportionately for each additional Workweek above the 10% threshold. In the event the workweeks exceed 1,998 by 10% or more before November 21, 2024, Defendants have the option, at their sole discretion, to pay \$70.07 per work week beyond the 10% escalator (i.e., for each workweek beyond 2,198) through the balance of the period through November 21, 2024, or to cut off the release as of the date that the work weeks reached 1,998.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
11. **DEFENDANTS' RIGHT TO RESCIND.** Defendants retain the right, in the exercise of their sole discretion, to rescind this Settlement Agreement within ten (10) days after the expiration of the opt out period in section 7.5 above, if ten percent (10%) or more of Class Members opt out of this Settlement. All signatories and their counsel must not encourage

opt-outs. All signatories and their counsel specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event that Defendants exercise the right to rescind pursuant to this paragraph, Defendants shall be responsible for all Administrator costs incurred to the date of the rescission.

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 Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. 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. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.
- 12.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any 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.
- 12.4. 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.

- 12.5. 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.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.
- 12.7. 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.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. 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.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. 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.
- 12.13. 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.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class

Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

- 12.16. 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.
- 12.17. 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.
- 12.18. 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:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

To Defendants:

Fox Rothschild, LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
Attn: Nancy Yaffe/Steven Gallagher
NancyYaffe@foxrothschild.com/StevenGallagher@foxrothschild.com

- 12.19. 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.
- 12.20. 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.
- 12.21. No Additional Contribution by Defendants. Defendants’ monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief

(including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendants or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

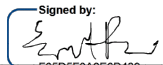
Dated: 1/21/2025

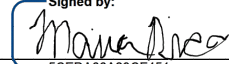
Dated: 1/17/2025

Dated: 1/17/2025

"PLAINTIFFS"

By: 
Plaintiff, Rosemary Iglesias

By: 
Plaintiff, Evet Rico

By: 
Plaintiff, Maria Rico

"DEFENDANTS"

Dated: _____

By: _____
Defendant, Laundry Planet LLC
By: Art Jaeger, authorized signatory

Dated: _____

By: _____

(including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendants or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

"PLAINTIFFS"

Dated: _____

By: _____
Plaintiff, Rosemary Iglesias

Dated: _____

By: _____
Plaintiff, Evet Rico

Dated: _____

By: _____
Plaintiff, Maria Rico

"DEFENDANTS"

Dated: 01/17/25

Signed by:
By: Art Jaeger
02E2BFE57D054F5
Defendant, Laundry Planet LLC
By: Art Jaeger, authorized signatory

Dated: 01/17/25

Signed by:
By: Art Jaeger
02E2BFE57D054F5...

Defendant, Santa Fe Lavanderia LLC
By: Art Jaeger, authorized signatory

Dated: _____

By: _____
Defendant, Your Laundry Butlers LLC
By: Art Jaeger, authorized signatory

Dated: _____

By: _____
Defendant, Valencia Laundry
By: Art Jaeger, authorized signatory

Dated: _____

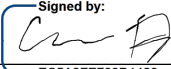
By: _____
Defendant, Simi Valley Laundry LLC
By: Art Jaeger, authorized signatory

Dated: _____

By: _____
Defendant, Art Jaeger, as an individual

APPROVED AS TO FORM

Dated: 1/17/2025

By:  _____
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees
Law Group, PC
Attorneys for Plaintiffs
ROSEMARY IGLESIAS, EVET RICO, and
MARIA RICO

Dated: _____

By: _____
Nancy Yaffe
Steven Gallagher
Fox Rothschild LLP
Attorneys for Defendants
LAUNDRY PLANET LLC, SANTA FE
LAVANDERIA LLC, YOUR LAUNDRY
BUTLERS LLC, VALENCIA LAUNDRY,
SIMI VALLEY LAUNDRY LLC and ART
JAEGER

Defendant, Santa Fe Lavanderia LLC
By: Art Jaeger, authorized signatory

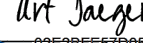
Dated: 01/17/25

Signed by:
By: 
Defendant, Your Laundry Butlers LLC
By: Art Jaeger, authorized signatory

Dated: 01/17/25

Signed by:
By: 
Defendant, Valencia Laundry
By: Art Jaeger, authorized signatory

Dated: 01/17/25

Signed by:
By: 
Defendant, Simi Valley Laundry LLC
By: Art Jaeger, authorized signatory

Dated: 01/17/25

Signed by:
By: 
Defendant, Art Jaeger, as an individual

APPROVED AS TO FORM

Dated: _____

By: _____
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees
Law Group, PC
Attorneys for Plaintiffs
ROSEMARY IGLESIAS, EVET RICO, and
MARIA RICO

Dated: 1/17/2025

By: 
Nancy Yaffe
Steven Gallagher
Fox Rothschild LLP
Attorneys for Defendants
LAUNDRY PLANET LLC, SANTA FE
LAVANDERIA LLC, YOUR LAUNDRY
BUTLERS LLC, VALENCIA LAUNDRY,
SIMI VALLEY LAUNDRY LLC and ART
JAEGER

EXHIBIT A

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

Rosemary Iglesias, et al. v. Laundry Planet, LLC

Case No. 23STCV28632

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Santa Fe Lavanderia LLC dba Santa Clarita Laundry, Your Laundry Butlers, LLC, dba Laundry Butler for You, Laundry Planet LLC, dba The Oaks Laundry, Valencia Laundry (a California S-Corp), dba Valencia Express Laundry Center, Simi Valley Laundry LLC, and Art Jaeger (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees Rosemary Iglesias, Evet Rico, and Maria Rico (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former non-exempt employees who did not sign arbitration agreements (“Class Members”) who worked for Defendants during the Class Period (November 21, 2019 to November 21, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendants and did not sign arbitration agreements during the PAGA Period (August 1, 2022 to November 21, 2024) (“Aggrieved Employees”).

Defendants deny these allegations and maintain that they complied with the law at all times. Defendants believe that Plaintiffs’ claims are without merit.

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

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

The above estimates are based on Defendants’ records showing that **you worked __ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether

to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC (“Class Counsel.”) Defendants strongly deny violating any laws or failing to pay any wages and contends that they complied with all applicable laws.

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

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

Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants will pay One Hundred Forty Thousand Dollars (\$140,000.00) as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 10 days after the Judgment is entered by the Court becomes final. The Judgment will be final within twenty-one (21) days of the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to Forty-Six Thousand Six Hundred Sixty Six Dollars (\$46,666.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Five Thousand Dollars (\$5,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Fifteen Thousand Dollars (\$15,000.00) to Plaintiffs (i.e. \$5,000 to each of the named Plaintiffs Rosemary Iglesias, Evet Rico and Maria Rico) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Six Thousand Five Hundred Dollars (\$6,500.00) to the Administrator for services administering the Settlement.
 - d. Up to Five Thousand Dollars (\$5,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$3,750.00) and 25% in Individual PAGA Payments (\$1,250.00) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, **[INSERT]** (the “Administrator”) to send this Notice, calculate and make payments, and process Class

Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section I of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-

Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released and discharged Defendants and Released Persons from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or fax. **Section I** of this Notice has the Administrator's contact information.

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

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single

check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department SS10, of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Los Angeles Superior Court, 111

North Hill Street, Los Angeles, California 90012, and may also be reviewed online at <https://www.lacourt.org/casesummary/ui/index.aspx>. You may also call or email the settlement administrator or class counsel using the contact information listed below.

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

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

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

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to the Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Rosemary Iglesias, Evet Rico, and Maria Rico (“Plaintiffs”) and Defendants Santa Fe Lavanderia LLC dba Santa Clarita Laundry, Your Laundry Butlers, LLC, dba Laundry Butler for You, Laundry Planet LLC, dba The Oaks Laundry, Valencia Laundry (a California S-Corp), dba Valencia Express Laundry Center, Simi Valley Laundry LLC, and Art Jaeger (“Defendants”), parties to the original Agreement, and by their respective counsel.

It is agreed by all parties to the Agreement the following amendments shall be made to the original Agreement, with new additions shown in bold:

1. Section 1.43 of the Agreement is hereby amended as follows:

1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement. **Class Members to whom Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.**

2. 7.5.1 of the Agreement is hereby amended as follows:

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 45 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, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.

3. Section 7.7.2 of the Agreement is hereby amended as follows:

7.7.2 Participating Class Members may send written objections to the Administrator, by fax 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 45 days after the Administrator’s mailing of the Class Notice **(plus an additional 14 days for Class Members whose Class Notice is re-mailed)**. Not later than 5 days after the expiration of the deadline for

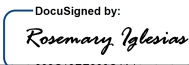
submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).

4. All other sections, terms, and conditions of the original Agreement shall remain unchanged, and in full force and effect.

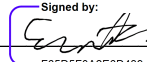
IT IS SO AGREED:

“PLAINTIFFS”

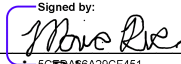
Dated: 9/7/2025

By: 
Plaintiff, Rosemary Iglesias

Dated: 9/5/2025

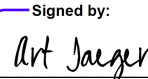
By: 
Plaintiff, Evet Rico

Dated: 9/5/2025

By: 
Plaintiff, Maria Rico

“DEFENDANTS”

Dated: 09/09/25

By: 
Defendant, Laundry Planet LLC
By: Art Jaeger, authorized signatory

Dated: 09/09/25

By: 
Defendant, Santa Fe Lavanderia LLC
By: Art Jaeger, authorized signatory

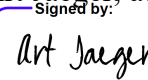
Dated: 09/09/25

By: 
Defendant, Your Laundry Butlers LLC
By: Art Jaeger, authorized signatory

Dated: 09/09/25

By: 
Defendant, Valencia Laundry
By: Art Jaeger, authorized signatory

Dated: 09/09/25

By: 
Defendant, Simi Valley Laundry LLC
By: Art Jaeger, authorized signatory

Dated: 09/09/25

Signed by:
By: Art Jaeger
02E2BFE57D054F5...
Defendant, Art Jaeger, as an individual

APPROVED AS TO FORM

Dated: 9/5/2025

Signed by:
By: Aaron A. Bartz
EC5A3FE789D1423...
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law
Group, PC
Attorneys for Plaintiffs
ROSEMARY IGLESIAS, EVET RICO, and
MARIA RICO

Dated: 09/09/25

DocuSigned by:
By: Steven Gallagher
4489682E1A424D2...
Nancy Yaffe
Steven Gallagher
Fox Rothschild LLP
Attorneys for Defendants
LAUNDRY PLANET LLC, SANTA FE
LAVANDERIA LLC, YOUR LAUNDRY
BUTLERS LLC, VALENCIA LAUNDRY,
SIMI VALLEY LAUNDRY LLC and ART
JAEGER

EXHIBIT 2

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO, and all others similarly situated

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

ROSEMARY IGLESIAS, an individual;
EVET RICO, an individual; MARIA RICO, an individual; on behalf of themselves and all others similarly situated and the general public,

Plaintiffs,

vs.

LAUNDRY PLANET, LLC, a California limited liability company; SANTA FE LAVANDERIA, LLC, a California limited liability company; YOUR LAUNDRY BUTLERS, LLC, a California limited liability company; ART JAEGER, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 23STCV28632

[Assigned for All Purposes to:
The Hon. William F. Highberger, Dept. SS10]

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

Date: ~~March 18, 2025~~

Time: 10:30 a.m.

Dept: 10

FILED
Superior Court of California
County of Los Angeles

09/16/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

8/29/25

This matter came on for hearing on ~~March 18~~, 2025, at ~~8:30 a.m.~~ in Department 10 of the above-referenced Court, located at 312 North Spring Street, Los Angeles, California 90012, on the Motion for Preliminary Approval of Class Action Settlement (“Motion”). Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO (collectively, “Plaintiffs”) appeared through their attorneys of record. Defendants Santa Fe Lavanderia LLC dba Santa Clarita Laundry, Your Laundry Butlers, LLC dba Laundry Butler for You, Laundry Planet LLC dba The Oaks Laundry, Valencia Laundry (a California S-Corp) dba Valencia Express Laundry Center, Simi Valley Laundry LLC, and Art Jaeger (collectively “Defendants”) appeared through their counsel of record.

Having fully reviewed and considered the Motion and moving papers, and having analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. The Court preliminarily approves the proposed Settlement Agreement as being fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement which the Court could ultimately give final approval.

2. The initial capitalized terms in this Order shall have the same meanings as those set forth in the Settlement Agreement.

3. The Court finds that the elements of numerosity, commonality, typicality and adequacy have been established to support conditional certification of the Settlement Class for settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

All non-exempt current and former employees who worked in California for Defendants and did not sign an arbitration agreement during the Class Period.

4. Solely for the purposes of the proposed Settlement, the Court preliminarily approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel;

and (b) Rosemary Iglesias, Evet Rico, and Maria Rico as Class Representatives. The Court appoints Xpand Legal Consulting, LLC as Settlement Administrator.

5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on 1/14/26, at 11 A.M., to review the notice process and objections to the Settlement, if any; and to determine whether the proposed Settlement on the terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court; to determine whether the Court should enter the Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for Class Counsel and the amount of the enhancement awards to approve for the Class Representatives.

6. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"), attached to the Settlement Agreement. The Court finds that distribution of the Settlement Notice substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Settlement Administrator shall supervise and administer the notice procedure as set forth in the Settlement Agreement as follows:

a. After entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing the Settlement Notices to Class Members. Defendant shall have up to ^{two (2)} ~~twenty-one (21)~~ days to provide the Class Data after entry of the Preliminary Approval Order;

b. Upon receipt of the Class Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties

1 agree that this procedure for notice provides the best notice practicable to Class Members
2 and fully complies with due process;

3 c. Any Settlement Notice returned to the Settlement Administrator as non-
4 deliverable on or before the Response Deadline shall be re-mailed to the forwarding
5 address affixed thereto within five (5) business days of receipt of the returned Settlement
6 Notice by the Settlement Administrator. If no forwarding address is provided, the
7 Settlement Administrator shall attempt to determine a correct address by conducting a
8 Class Member Address Search;

9 d. The Settlement Administrator shall perform all other obligations required
10 under the Settlement Agreement, including those under section 7 of the Settlement
11 Agreement.

12 8. In order for any Settlement Class member to object to this Settlement, or any term
13 of it, the person making the objection may submit the objection to the Settlement Administrator
14 by no later than the Response Deadline specified in the Settlement Notice setting forth the
15 grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the
16 Court. A Class Member may also appear personally or through an attorney, at his or her own
17 expense, at the Final Approval hearing to present his or her objection directly to the Court.

18 9. In order for any Settlement Class member to validly exclude themselves from the
19 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
20 be submitted to the Settlement Administrator postmarked no later than the Response Deadline.
21 Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court.
22 A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
23 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
24 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
25 appear at the Final Approval Hearing to voice any objections to the Settlement.

26 10. At the Final Approval Hearing, the Court shall finally determine whether the
27 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
28 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement

1 of Class Counsel's costs, and the Settlement Administrator expenses for administering the
2 Settlement.

3 11. The Court's preliminary approval of the Settlement is not to be deemed an
4 admission of liability or fault by Defendants, or a finding as to the validity of any claims or
5 defenses asserted in the Action.

6 12. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
8 further applications arising out of or connected with the proposed Settlement. In the event that
9 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall
10 give notice of the continuance to any objectors to the Settlement.

11 13. If for any reason the Settlement ultimately does not become final, the parties will
12 return to their respective positions in this Action as those positions existed immediately before
13 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
14 with this Court in connection with the Settlement will be deemed an admission of any kind by
15 any of the parties or used as evidence against, or over the objections of, any of the parties for any
16 purpose in this Action or in any other action.

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19 **IT IS SO ORDERED.**

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21
22
23 DATED: 09/16/2025



Hon. William F. Highberger
Judge of the Superior Court

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EXHIBIT 3

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

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Superior Court of California,
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Attorneys for Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO, and all
others similarly situated

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

ROSEMARY IGLESIAS, an individual;
EVET RICO, an individual; MARIA RICO, an
individual; on behalf of themselves and all
others similarly situated and the general public,

Plaintiffs,

v.

LAUNDRY PLANET, LLC, a California
limited liability company; SANTA FE
LAVANDERIA, LLC, a California limited
liability company; YOUR LAUNDRY
BUTLERS, LLC, a California limited liability
company; ART JAEGER, an individual; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **23STCV28632**

CLASS ACTION

COMPLAINT FOR:

1. Violation of B&PC §17200, et seq.
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rate of Pay (Labor Code §226.7)
5. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226;
6. Failure to Provide Meal Periods (Lab. Code §226.7);
7. Failure to Provide Rest Breaks (Lab. Code §226.7);
8. Violation of Labor Code §§2698-2699 (PAGA).

DEMAND FOR JURY TRIAL

1 Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO, on behalf of
2 themselves and all other persons similarly situated, and the general public (hereinafter,
3 “Plaintiffs”), hereby complains against Defendants, LAUNDRY PLANET, LLC, a California
4 limited liability company; SANTA FE LAVANDERIA, LLC, a California limited liability
5 company; YOUR LAUNDRY BUTLERS, LLC, a California limited liability company; ART
6 JAEGER, an individual; and DOES 1 to 100, inclusive (hereinafter collectively referred to
7 herein as “Defendants”), and on information and belief allege as follows:

8 **GENERAL ALLEGATIONS**

9 **JURISDICTION**

10 1. This is a civil action seeking recovery of unpaid wages, waiting time penalties,
11 pay stub penalties and meal and rest period premiums under California Labor Code §§ 510,
12 1194 et seq., 201 et seq., 226 and 226.7. Plaintiffs bring an action for monetary damages for
13 failure to pay wages as well as for restitution for Defendants’ violations of Business and
14 Professions Code (B&PC) §17200, et seq., including full restitution of all compensation
15 retained by Defendants as a result of their unlawful, fraudulent and unfair business practices.
16 Plaintiffs seek all available relief, including full restitution of all compensation retained by
17 Defendants as a result of their unlawful and unfair business practices. Further, Plaintiffs seek
18 injunctive relief under B&PC §17200, et seq.

19 **VENUE**

20 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
21 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
22 complained of herein occurred in the County of Los Angeles. Each defendant either owns,
23 maintains offices, transacts business, has an agent or agents within the County of Los
24 Angeles, or otherwise is found within the County of Los Angeles, and each defendant is
25 within the jurisdiction of this Court for purposes of service of process.
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PARTIES

3. Plaintiffs Rosemary Iglesias (“Rosemary”), Evet Rico (“Evet”), and Maria Rico (“Maria”) are all individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs Rosemary, Evet and Maria worked for Defendants within the State of California.

4. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, defendant Laundry Planet, LLC, Santa Fe Lavanderia, LLC, and Your Laundry Butlers, LLC are all limited liability companies organized and formed within the State of California. Plaintiffs are also informed and believe, and based thereon allege, that defendant Art Jaeger is an individual residing within the State of California, and the owner of the corporate defendants.

5. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, Defendants were authorized to do business in the State of California, County of Los Angeles, and offer laundry services to customers within California. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as hereinafter alleged.

6. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed and believe and thereon allege that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

7. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein

1 mentioned were acting within the course and scope of said agency and employment. Plaintiffs
2 herein allege that Defendants and each of them is the joint employer of Plaintiffs and the
3 classes.

4 8. At all times mentioned herein, Defendants, and each of them, were members of
5 and engaged in a joint venture, partnership, and common enterprise, and acting within the
6 course and scope of and in pursuance of said joint venture, partnership, and common
7 enterprise.

8 9. At all times herein mentioned, the acts and omissions of various Defendants,
9 and each of them, concurred and contributed to the various acts and omissions of each and
10 every one of the other Defendants in proximately causing the complaints, injuries and
11 damages alleged herein.

12 10. At all times herein mentioned, Defendants, and each of them, approved of,
13 condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
14 herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the
15 acts and omissions of each and every one of the other Defendants, thereby proximately
16 causing the damages, as herein alleged.

17 11. The California Superior Court also has jurisdiction in this matter because both
18 the individual and aggregate monetary damages and restitution sought herein exceed the
19 minimal jurisdictional limits of the Superior Court and will be established at trial, according to
20 proof. The California Superior Court also has jurisdiction in this matter because Plaintiffs and
21 the putative classes herein worked within the State of California, and were subject to
22 California's wage and hour laws.

23 **PLAINTIFF CLASSES**

24 12. The class representative Plaintiffs who worked in the position of an hourly
25 non-exempt employees or other similar title while employed by Defendants within the State of
26 California, is as follows:

27 a. Rosemary Iglesias

28 Plaintiff Rosemary worked within California as a non-exempt hourly employee for

Defendants between 2021 and 2023.

b. Evet Rico

Evet worked for Defendants as a non-exempt hourly employee between May 2022 and January 2023.

c. Maria Rico

Maria worked for Defendants as a non-exempt hourly employee between May 2022 and January 2023.

13. At all times mentioned herein, Plaintiffs and the entirety of the hourly Class identified herein are current and former employees of Defendants who were not properly paid all their wages, including but not limited to, proper premium overtime, and/or double time due to Defendants' failure to properly calculate the regular rate and/or include all hours worked in a week to determine hours over eight (8) in a given day, or forty (40) in a week.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to represent are composed of and defined as follows:

Class 1:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

Subclass 1:

All non-exempt hourly employees who worked for Defendants in California who were paid for a missed meal or rest period at an allegedly "reduced" rate of pay from 2019 through the date of judgment (Meal and Rest Reduced Rate Subclass);

Class 2:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the date of judgment, who were not paid the minimum wage for all hours worked (Minimum Wage Class);

Class 3:

All non-exempt hourly employees who worked for Defendants in California and who worked at some point from 2020 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

Class 4:

All non-exempt hourly employees who worked for Defendants in California from 2019 to the present who were not provided legally compliant meal periods (Meal Break Class);

Class 5:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

Class 6:

All non-exempt hourly employees who worked for Defendants in California from 2022 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes are unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight

(8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

- ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;
- iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;
- v. Whether Defendants engaged in unfair business practices;
- vi. Whether Defendants, and each of them, were participants in the alleged unlawful conduct;
- vii. Whether Defendants' conduct was willful or reckless;
- viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;
- ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;
- x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly "reduced" rate of pay in violation of Section 11 of the applicable Wage Orders;
- xi. Whether Defendants violated Labor Code §226 and relevant IWC Wage Orders by failing to, among other violations, accurately report total hours worked, set forth all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly work, meal and rest period premium payments by Plaintiffs and the members of the Class;

xii. Whether Defendants knowingly and intentionally failed to maintain records for Plaintiffs and members of the Class as required by Labor Code § 1174 and the applicable IWC Wage Orders.

16. Plaintiffs' claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that is antagonistic to any class member.

17. The nature of this action and the nature of laws available to the members of the classes and subclasses identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein. Further, this claim involves large corporate employers, and a large number of individual employees (Plaintiffs and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, of which the Plaintiffs experienced, is representative of the class mentioned herein and will establish the right of each of the members of the named class to recovery on the causes of action alleged herein.

18. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would

1 establish potentially incompatible standards of conduct for Defendants; and/or (b) legal
2 determinations with respect to individual class members which would, as a practical matter,
3 be dispositive of the interest of the other class members not parties to adjudications or which
4 would substantially impair or impede the ability of the class members to protect their interests.
5 Further, the claims of the individual members of the class are not sufficiently large to warrant
6 vigorous individual prosecution considering all of the concomitant costs and expenses
7 attending thereto.

8 19. Plaintiffs and all others similarly situated are entitled to the wages and other
9 monies unlawfully withheld. This action is brought for the benefit of the public.

10 **FIRST CAUSE OF ACTION**

11 **(Violation of B&PC §17200, et seq.)**

12 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
13 preceding paragraphs as though fully set forth herein.

14 21. Beginning on an exact date unknown to Plaintiffs but believed to have
15 occurred from 2019 on, Defendants have engaged in a pattern and practice of acts of unfair
16 competition in violation of B&PC §17200, including the practices alleged herein.

17 22. Defendants, and each of them, provide laundry services within California, and
18 have engaged in the practice of paying their non-exempt employees, in a fashion that
19 circumvents California's wage and hour laws.

20 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

21 23. Plaintiffs are informed and believe and thereon allege that as part of
22 Defendants' ongoing unfair business practices, Defendants' hourly employees worked in
23 excess of eight (8) hours per day, and in excess of forty (40) hours per week without receiving
24 the proper regular rate of pay and/or minimum wage rate because Defendants fail to account
25 for all compensation due Plaintiffs, including the fact that Plaintiffs regularly work off-the-
26 clock hours to ensure that laundry services are completed, and fail to include commissions
27 and/or non-discretionary bonus compensation as part of their overtime compensation.
28

1 Defendants are therefore in violation of Labor Code §§ 510 and 1194, and the relevant
2 California Industrial Welfare Commission Orders.

3 24. Defendants, and each of them, consistently administered a corporate policy
4 regarding off-the-clock and failure to pay all compensation earned, which required that
5 employees work overtime without proper premium overtime pay, the regular rate of pay,
6 and/or minimum wage. This corporate policy and pattern of conduct is accomplished with the
7 advanced knowledge and designed intent to avoid paying non-exempt employees for all hours
8 worked. Accordingly, Plaintiffs and the class members are entitled to all unpaid wages due
9 under California law. Further, Plaintiffs and the class are entitled to restitution of these wages
10 obtained by Defendants, and each of them.

11 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

12 25. Plaintiffs are informed and believe and thereon allege that as part of
13 Defendants' ongoing unfair business practices, Defendants failed to provide all employees all
14 wages at the time of their separation in violation of Labor Code § 200, et. seq., including but
15 not limited to, §§201, 202, 203 & 204.

16 26. Labor Code § 200, et seq. provides that an employer is required to pay an
17 employee all wages (including accrued vacation) immediately upon the employee's
18 involuntary separation from employment; immediately upon his or her voluntary separation if
19 the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours,
20 if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

21 27. Plaintiffs are informed and believe and thereon allege that all employees who
22 have been separated from Defendants did not timely receive a final paycheck detailing the
23 proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

24 28. Pursuant to Labor Code § 200, et seq. employees that no longer work for
25 Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for
26 each day that he or she was paid late, until payment was made, up to a maximum of thirty (30)
27 days.

1 **VIOLATION OF MEAL AND REST PERIOD PROVISIONS**

2 29. Defendants' improper meal and rest period policies are in violation of
3 California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC
4 Wage Orders. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest
5 break violation at their regular rate of pay. Defendants failed and continue to fail to pay for
6 meal and rest period violations at the employees' regular rate of pay in violation of Section 11
7 of the applicable Wage Orders.

8 30. Plaintiffs seek restitution and injunctive relief for said violations.

9 31. Plaintiffs are informed and believe and thereon allege that at all times herein
10 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
11 prohibited by California B&PC §17200, thereby depriving their employees and the putative
12 class the minimum working standards and conditions due to them under the California labor
13 laws and Industrial Welfare Commission wage orders as specifically described herein.
14 Plaintiffs seek an injunction preventing Defendants from continuing their unfair business
15 practice of improperly depriving their employees of overtime pay, and payment of their
16 regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order
17 requiring Defendants to identify by full name, telephone number, and last known address
18 employees who worked or still work for Defendants between 2019 through the date of
19 judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all
20 current and former employees, including back wages, premium payments, and interest.

21 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

22 32. Plaintiffs are informed and believe and thereon allege that as part of
23 Defendants' ongoing unfair business practices, Defendants, and each of them, fail to provide
24 their employees with proper and understandable itemized wage statement, as required by Labor
25 Code § 226.

26 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and
27 each of them, fail to provide each employee with an itemized statement which states the actual
28 regular rate paid, the total hours worked by the employee, the gross and net wages earned, and

1 all applicable hourly rates in effect during the pay period and the corresponding number of
2 hours worked at each hourly rate by the employee.

3 **SECOND CAUSE OF ACTION**

4 **RECOVERY OF UNPAID WAGES & PENALTIES**

5 **(Violation of Labor Code §§ 204, 510, 1194 and 1198)**

6 34. Plaintiffs re-allege and incorporate by reference herein the allegations of all
7 preceding paragraphs as though fully set forth herein.

8 35. Plaintiffs and all others similarly situated identified herein were and are
9 employed and scheduled as a matter of established company policy to work and in fact
10 worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess
11 of forty (40) hours per week. Defendants employed and scheduled all employees without
12 providing overtime compensation for such excess hours worked in violation of Labor Code §§
13 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders.
14 Labor Code § 204 establishes the fundamental right of all employees in the State of California
15 to be paid the proper amount of wages in a timely fashion for their work, including overtime.
16 Defendants always had a written and verbal agreement to pay overtime and double time based
17 on the Plaintiffs' and classes' regular rate of pay.

18 36. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action
19 for overtime wages directly against the employer without first filing a claim with the Division
20 of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together
21 with interest thereon, penalties, attorneys' fees and costs.

22 37. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all
23 persons similarly situated wages when due as required by Labor Code § 204.

24 38. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer
25 than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage
26 Orders.

27 39. At all times relevant hereto, Plaintiffs are informed and believe and thereon
28 allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this

1 classification, Defendants have willfully violated the Labor Code with respect to meeting the
2 requirements of paying one (1) regular rate of pay and calculating overtime and double time
3 based on that regular rate, as herein before alleged. Defendants have failed to properly pay
4 premium overtime for hours worked in a week, and as such, Defendants are able to reduce
5 their overhead and operating expenses and gain an unfair advantage over competing
6 companies complying with state law. Furthermore, Defendants have failed to include all
7 items of remuneration when determining the employees' regular rate of pay, as described
8 above.

9 40. Plaintiffs are informed and believe and thereon allege that Defendants
10 consistently administered a corporate policy regarding both staffing levels and duties and
11 responsibilities of the members of the classes which required the entirety of all classes to work
12 overtime without proper premium pay, and to fail all wages for hours worked. This corporate
13 policy and pattern of conduct was/is accomplished with the advance knowledge and design of
14 all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly
15 and customarily performed overtime work and/or work that they failed to be compensated at
16 the appropriate hourly wage.

17 41. Plaintiffs are informed and believe and thereon allege that the obligations and
18 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
19 situated merely allege wrongdoing with Defendants' pay plans, policies and practices.
20 Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying
21 any of the classes.

22 42. Defendants, and each of them, had a consistent and uniform policy, practice
23 and procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt
24 employees. Defendants have willfully failed to pay the earned and unpaid wages of such
25 individuals, including, but not limited to regular pay, premium pay, and other wages earned
26 and remaining uncompensated according to amendment, or proof.

27 43. The pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation as described herein is unlawful and creates an entitlement to

1 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance
2 of the full amount of all wages owing, including the proper calculation of the regular rate and
3 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are
4 owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of
5 suit according to the mandate of Labor Code § 1194, et. seq.

6 44. Likewise, Defendants have a pattern, practice and uniform administration of
7 corporate policy regarding failure to comply with the required provisions of Labor Code §
8 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at
9 the regular rate.

10 **THIRD CAUSE OF ACTION**

11 **(Violation of Labor Code §§ 200, et. seq.)**

12 45. Plaintiffs re-allege and incorporate by reference herein the allegations of all
13 preceding paragraphs as though fully set forth herein.

14 46. Labor Code §§ 200, et. seq., provides that an employer is required to pay an
15 employee all wages (including accrued vacation) immediately upon an employee's
16 involuntary separation from employment; immediately upon her voluntary separation if the
17 employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if
18 the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

19 47. Plaintiffs and other former employees of Defendants employed in the State of
20 California separated from employment with Defendants, and did not timely receive a final pay
21 check with all of their wages due from Defendants in violation of Labor Code §§
22 200, et seq. Plaintiffs are informed and believe and thereon allege that Defendants also
23 violated the mandates of Labor Code §§ 200, et seq., as to other employees whose
24 employment ended during the period of time covered by this action.

25 48. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no
26 longer works for Defendants, and who was not timely paid all of his or her wages due is
27 entitled to one (1) day of pay in penalties for each day that he or she was paid late, until
28 payment was made, up to a maximum of thirty (30) days.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER**
3 **REGULAR RATE OF PAY**

4 **(Violation of Labor Code §§ 226.7 & 512, et seq.)**

5 49. Plaintiffs re-allege and incorporate by reference herein the allegations of all
6 preceding paragraphs as though fully set forth herein.

7 50. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an
8 employer to pay an additional hour of compensation at the employee's regular rate of pay for
9 each meal period and rest period violation. During the class period, Plaintiffs are informed
10 and believe, and based thereon allege that Defendants have failed to pay Plaintiffs and the
11 class members meal period and rest period premium pay at their regular rate of pay.
12 Defendants' improper meal and rest period practices and policies are in violation of California
13 law including, but not limited to Labor Code § § 226.7, 512, and the IWC Wage Orders.

14 51. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount
15 equal to one (1) hour of the employee's regular rate of pay per each meal and rest period
16 violation, in a sum to be proven at trial.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(Violation of Labor Code § 226)**

20 52. Plaintiffs re-allege and incorporate by reference herein the allegations of all
21 preceding paragraphs as though fully set forth herein.

22 53. Labor Code §226(a) provides, in pertinent part:

23 An employer, semimonthly or at the time of each payment of wages, shall
24 furnish to his or her employee, either as a detachable part of the check, draft, or
25 voucher paying the employee's wages, or separately if wages are paid by
26 personal check or cash, an accurate itemized statement in writing showing (1)
27 gross wages earned, (2) total hours worked by the employee, except as
28 provided in subdivision (j), (3) the number of piece-rate units earned and any
applicable piece rate if the employee is paid on a piece-rate basis, (4) all
deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6)
the inclusive dates of the period for which the employee is paid, (7) the name

1 of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security
3 number, (8) the name and address of the legal entity that is the employer and, if
4 the employer is a farm labor contractor, as defined in subdivision (b) of Section
5 1682, the name and address of the legal entity that secured the services of the
6 employer, and (9) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the
8 employee. . . .

9 54. During the Class Period, Defendants knowingly and intentionally failed to
10 provide the Class Members, including Plaintiffs, with timely and accurate wage and hour
11 statements showing gross wages earned, total hours worked, all deductions made, net wages
12 earned, meal and rest period premium payments, the name and address of the legal entity
13 employing that Class Member, and all applicable hourly rates in effect during each pay period
14 and the corresponding number of hours worked at each hourly rate by that Class Member.

15 55. The Class Members, including Plaintiffs, suffered injury as a result of
16 Defendants' knowing and intentional failure to provide the Class Members, with the wage and
17 hour statements required by law.

18 56. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
19 damages, statutory damages and/or statutory penalties pursuant to California Labor Code §
20 226, attorney's fees and costs and other applicable provisions of the Labor Code and
21 applicable Wage Order.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL PERIODS**

24 **(Violation of Labor Code §§ 226.7 and 512)**

25 57. Plaintiffs re-allege and incorporate by reference herein the allegations of all
26 preceding paragraphs as though fully set forth herein.

27 58. California Labor Code § 512 and IWC Wage Orders state that an employer
28 may not employ an employee for a work period of more than five (5) hours per day without
providing the employee a meal period of not less than 30 minutes, and an employer may not
employ an employee for a work period of more than 10 hours per day without providing the
employee with a second meal period of not less than 30 minutes. Unless the employee is

1 relieved of all duty during a 30-minute meal period, the meal period shall be considered an
2 “on duty” meal period and counted as time worked. California Labor Code § 226.7(a) further
3 states that no employer shall require any employee to work during any meal or rest period
4 mandated by an applicable order of the IWC.

5 59. Employers are prohibited from exerting coercion against the taking of, creating
6 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

7 60. Plaintiffs and members of the Class were not provided with or given the
8 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor
9 were they provided with or given the opportunity to take a proper second meal period during
10 the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and
11 the members of the Class to forego meal periods by disciplining and/or threatening
12 disciplinary action against them if they attempted to take meal periods, created incentives to
13 forego meal breaks, and encouraged the skipping of meal periods by scheduling work to
14 coincide with the meal periods, among other things. In addition, Defendants placed
15 unnecessarily tight timelines on Plaintiffs’ work, forcing them to miss their meal periods in
16 order to complete their jobs. As a result, Plaintiffs and members of the Class were required to
17 work and/or were not relieved of all duties during any meal period taken, and thus were
18 considered “on duty;” however, Defendants failed to count as time worked any “on duty”
19 meal period taken by Plaintiffs and the members of the Class.

20 61. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an
21 employer fails to provide an employee a meal period in accordance with the applicable
22 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay
23 at the employee’s regular rate of pay for each workday that the meal period is not provided.
24 As such, Plaintiffs and members of the Class are entitled to an additional one hour’s pay for
25 each day in which Plaintiffs and members of the Class were not provided a proper meal break
26 under the above-described authorities.
27
28

1 62. Plaintiffs and the members of the Class request that the Court award interest on
2 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
3 the date the wages were due and payable pursuant to Labor Code § 218.6.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

6 **(Violation of Labor Code § 226.7)**

7 63. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
8 allegations of the preceding paragraphs.

9 64. The applicable IWC Wage Orders state that every employer shall authorize and
10 permit all employees to take rest periods. The authorized rest period time shall be based on
11 the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of
12 work, or major fraction thereof. An employer must provide employees with 10 minutes' rest
13 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
14 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

15 65. Plaintiffs and Class Members were not permitted to take rest periods, were
16 required to work during their rest periods, and/or were disciplined and/or were advised that
17 they would be disciplined if they took rest periods during work hours, in contravention of
18 California law.

19 66. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
20 Orders, if an employer fails to provide an employee a rest period in accordance with the
21 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
22 employee's regular rate of compensation for each workday that the rest period is not provided.

23 67. As such, Plaintiffs and the Class members are entitled to an additional one
24 hour's pay for each day in which they were not provided a proper rest period under the above-
25 described authorities.

26 68. Plaintiffs and the members of the Class request that the Court award interest on
27 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
28 the date the wages were due and payable pursuant to Labor Code § 218.6.

1 **EIGHTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(Violation of Labor Code §§ 2698 and 2699)**

4 69. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
5 allegations of the preceding paragraphs.

6 70. On or about August 1, 2023, Plaintiff Rosemary provided written notice to the
7 Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
8 provisions of the Labor Code alleged to have been violated, including the facts and theories to
9 support the alleged violations.

10 71. The LWDA failed to respond to Plaintiffs’ counsel’s correspondence and failed
11 to notify Plaintiffs’ counsel as to whether it would investigate the allegations contained
12 therein, within the time period requirements of the Private Attorneys General Act (PAGA),
13 under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set
14 forth in Labor Code §2699.3 in order to commence a civil action against an employer
15 pursuant to Labor Code §2699.

16 72. Defendants’ failure to pay Plaintiffs for all hours worked, minimum wages,
17 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
18 periods, failure to pay all wages upon termination or resignation, and failure to provide
19 accurate itemized wage statements, will subject Defendants to civil penalties pursuant to,
20 without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 551, 552, 1174, 1194,
21 1198, and IWC Wage Orders.

22 73. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and
23 (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of
24 themselves, as private attorneys general, and in a representative capacity on behalf of other
25 aggrieved employees, affected by the labor law violations alleged herein.

26 74. Defendants committed numerous violations of the California Labor Code and
27 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of
28 the Class and other current and former employees while they were employed by Defendants,

1 including but not limited to:

2 a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders
3 by failing to pay Plaintiffs and the members of the Class, and on information and belief, other
4 current and former employees of Defendants, all minimum, straight time and overtime wages
5 owed in compliance with California law;

6 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
7 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed
8 meal or rest period at the regular rate of pay;

9 c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by
10 failing to pay Plaintiffs and the members of the Class, and on information and belief, other
11 current and former employees of Defendants, all minimum wages owed in compliance with
12 California law;

13 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage
14 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
15 belief, other current and former employees of Defendants, all wages owed in a timely manner
16 in compliance with California law;

17 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
18 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
19 current and former employees of Defendants, the opportunity to take the requisite meal
20 periods in compliance with California law;

21 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
22 failing to authorize and permit Plaintiffs and the members of the Class, and on information
23 and belief, other current and former employees of Defendants, the opportunity to take the
24 requisite rest periods in compliance with California law;

25 g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by
26 failing to properly maintain accurate employment time and records, maintain and/or submit
27 accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on
28 information and belief, on behalf of other current and former employees of Defendants as
described herein; and

h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by

1 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
2 employees of Defendants as described herein;

3 i. Defendants violated Labor Code §§ 551 and 552 and/or the IWC Wage Orders
4 by requiring Plaintiffs and other members of the Class to work seven consecutive days
5 without a day of rest.

6 75. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
7 aggrieved current and former employees seek to recover civil penalties, as otherwise provided
8 by statute and wage order, for which Defendants are liable as a result of their violations of the
9 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
10 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
11 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1197, 2699, and IWC Wage Orders.
12 Plaintiffs and aggrieved current and former employees further seek and award of reasonable
13 attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray:

16 1. That the Court determine this action may be maintained as a class action;

17 **As to the First Cause of Action:**

18 2. For an order preliminarily and permanently enjoining Defendants from
19 engaging in the practices challenged herein;

20 3. An order for full restitution of all monies, as necessary and according to proof,
21 to restore any and all monies withheld by the Defendants by means of the unfair practices
22 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
23 receiver, as necessary. The restitution includes all monies retained as wages, as defined in
24 Labor Code §§ 201, 202, 510 and 1194, and interest, and attorneys' fees as a result of the
25 unfair business practices;

26 4. For an order finding and declaring that Defendants' acts and practices as
27 challenged herein are unlawful, and unfair and/or fraudulent;

28 5. For an accounting, under administration of Plaintiffs and subject to court
supervision, to determine the amount to be returned by Defendants and the amounts to be

1 refunded to members who are or were not paid all their wages due to Defendants' unfair
2 business practices;

3 6. For the creation of an administrative process wherein each injured current and
4 former employee receives his or her back wages in the form of overtime pay or alternatively
5 that each current or former eligible employee may submit a claim in order to receive his/her
6 money;

7 7. For an order requiring Defendants to make full restitution and payment
8 pursuant to B&PC §§ 17200, et seq.;

9 8. For all other appropriate declaratory and equitable relief;

10 9. For pre-judgment interest to the extent permitted by law;

11 10. For an order requiring Defendants to identify, by name, address and telephone
12 number of each person who worked in California as an hourly non-exempt employee for
13 Defendants between 2019 through the time of judgment;

14 11. For an order imposing all civil and statutory penalties provided by law.

15 **As to the Second and Fourth Cause of Action:**

16 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and
17 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders)
18 regarding wages due and owing;

19 13. For pre-judgment interest as allowed by Labor Code § 1194 and California
20 Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for
21 reasonable attorneys' fees;

22 14. For an order imposing all civil and statutory penalties provided by law.

23 **As to the Third Cause of Action:**

24 15. For waiting time penalties for all former employees not timely paid their last
25 pay check, including vacation pay;

26 16. For reasonable attorneys' fees and costs;

27 17. For an order imposing all civil and statutory penalties provided by law.

28 **As to the Fifth Cause of Action:**

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Eighth Cause of Action:

26. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

27. For an order imposing all civil and statutory penalties provided by law;

28. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

30. For reasonable costs incurred;

31. For such other and further relief as this Court may deem just and proper.

1 Dated: November 21, 2023

BARTZ LAW GROUP, APC

2
3 By: /s/ Aaron A. Bartz
4 AARON A. BARTZ
5 Attorneys for Plaintiffs Rosemary Iglesias, Evet
6 Rico, Maria Rico and all others similarly situated
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Dated: November 21, 2023

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiffs Rosemary Iglesias, Evet
Rico, Maria Rico and all others similarly situated

EXHIBIT 4

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/10/2025		Continue preparing motion for final approval and supporting documents. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	3.50h	\$925.00	-	\$3,237.50
12/09/2025		Prepare motion for final approval. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	4.00h	\$925.00	-	\$3,700.00
09/16/2025		Review case documents in preparation for court hearing, and attend hearing; Review and respond to correspondence with case administrator. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.50h	\$925.00	-	\$1,387.50
08/21/2025		Client Conferencce call re Case Status Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.25h	\$295.00	-	\$73.75
06/18/2025		Contact client re new motion hearing. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.09h	\$295.00	-	\$26.55
06/18/2025		Client Conference Call re next hearing - Maria Rico. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.09h	\$295.00	-	\$26.55
06/02/2025		Review case for further handling, and conference call with client regarding status. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
02/20/2025		Review, revise and final motion for preliminary approval papers;	00061-Iglesias Iglesias v Laundry Planet,	Aaron Bartz	3.00h	\$925.00	-	\$2,775.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Revise proposed Judgment. Unbilled	LLC					
02/19/2025		Review and revise motion and supporting declarations. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.00h	\$925.00	-	\$1,850.00
02/14/2025		Review and revise motion for preliminary approval, and confer with RP regarding same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.00h	\$925.00	-	\$1,850.00
02/13/2025		Revise motion for preliminary approval of class settlement; draft declaration of Aaron A. Bartz regarding the same; draft proposed order regarding the same; identify and coordinate exhibits regarding the same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	6.20h	\$650.00	-	\$4,030.00
02/12/2025		Prepare and draft motion for preliminary approval of settlement; review settlement documents regarding the same; review case file and class data provided at mediation regarding the same; research regarding the same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	5.80h	\$650.00	-	\$3,770.00
02/11/2025		Continued drafting of motion for preliminary approval of class settlement; research regarding the same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	6.30h	\$650.00	-	\$4,095.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/10/2025		Continued draft and revisions to motion for preliminary approval of class settlement. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	2.80h	\$650.00	-	\$1,820.00
02/06/2025		Review case file and settlement documents; continued preparation of motion for preliminary approval of class settlement. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	2.80h	\$650.00	-	\$1,820.00
02/05/2025		Continued drafting of motion for preliminary approval of class settlement; research regarding the same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	1.60h	\$650.00	-	\$1,040.00
02/04/2025		Draft motion for preliminary approval of class settlement. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	1.60h	\$650.00	-	\$1,040.00
01/31/2025		Review case file and settlement agreement for preparation of motion for preliminary approval of class settlement; begin to prepare motion for preliminary approval. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	2.80h	\$650.00	-	\$1,820.00
01/13/2025		Internal case review with Aaron Bartz for further handling, review case file in preparation for motion for preliminary approval of settlement. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Rex Phillips	0.40h	\$650.00	-	\$260.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/18/2024		Prepare Settlement Agreement and Class Notice, and review and revise same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	5.50h	\$850.00	-	\$4,675.00
12/13/2024		Prepare, Discuss with attorney , finalize, file and serve amendment to complaint re Doe1 and Doe2 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
12/11/2024		Review settlement, and confer with NM regarding same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
12/09/2024		Review case for further handling, and revise MOU; Prepare email to OPC. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
11/27/2024		Finalize Joint Status Report, file and serve via Case Anywhere Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
11/26/2024		Review case for further handling, and prepare Joint Status Report. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
11/12/2024		Revise MOU. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
11/11/2024		Review and revise MOU. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

12/18/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/12/2024		Research regarding claims and issues raised in case, and analyze class data; Conference call with OPC regarding same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
07/25/2024		Finalize, Discussion with Attorney, file, and serve Joint Status report Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.50h	\$295.00	-	\$147.50
07/23/2024		Review case for further handling, and prepare Joint Report. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
06/07/2024		Review case for further handling, and conference call with OPC regarding case. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
05/08/2024		Research local and judges rules and procedures. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	0.17h	\$215.00	-	\$36.55
04/15/2024		Review file for further handling, and conference call with OPC regarding potential early resolution; Prepare Joint Report, and final same and coordinate filing and service. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
03/26/2024		Review case for further handling, and review and respond to email from OPC. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/22/2024		Review case for further handling, and conference call with OPC regarding settlement alternatives. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
02/13/2024		Draft, finalize, discuss with attorney, file, and serve proposed order re electronic service. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.50h	\$295.00	-	\$147.50
02/12/2024		Review case for further handling, and review arbitration agreement. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
02/12/2024		Prepare e-service Order, and prepare email to OPC regarding same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
02/06/2024		Review and consider case documents in preparation for Initial Status Conference, and attend same; Conference call with OPC regarding case. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
01/30/2024		Finalize, file, and serve Joint report Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.50h	\$295.00	-	\$147.50
01/25/2024		Review and respond to emails from OPC regarding case; Prepare draft Joint Report. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.40h	\$850.00	-	\$1,190.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/21/2023		Review, revise and final Complaint and initiating documents, and coordinate filing. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
11/21/2023		File Complaint Package with more research re filing Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	0.34h	\$295.00	-	\$100.30
11/21/2023		Draft Complaint Filing documents and Court research Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
11/20/2023		Review and revise Complaint, and review documents and research in support of same. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
10/16/2023		Review client documents, and begin preparing Complaint. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	2.30h	\$850.00	-	\$1,955.00
08/01/2023		Revise and final PAGA letters. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
07/31/2023		Review client documents, and research regarding claims and defendants; Conference call with client regarding same; Prepare PAGA letter. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	4.00h	\$850.00	-	\$3,400.00
					84.94h		\$0.00 0.00h	\$64,343.70 84.94h

EXHIBIT 5

Activities Export

12/18/2025

12:31 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/10/2025		Filing and motion fees and CaseAnywhere Fees through settlement administration (anticipated). Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$400.00	-	\$400.00
12/02/2025		Caseanywhere Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$49.00	-	\$49.00
11/04/2025		Caseanywhere Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$49.00	-	\$49.00
10/03/2025		Caseanywhere Fees Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$55.00	-	\$55.00
09/12/2025		Declaration - OL Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$22.70	-	\$22.70
09/03/2025		caseanywhere Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$49.00	-	\$49.00
08/05/2025		Caseanywhere Fees Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$49.00	-	\$49.00
07/02/2025		Caseanywhere Fees Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$49.00	-	\$49.00
06/04/2025		CaseAnywhere Fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet,	Aaron Bartz	1.00	\$49.00	-	\$49.00
							\$0.00 0.00h	\$4,559.53 0.00h

Activities Export

12/18/2025
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
LLC								
05/08/2025		CaseAnywhere Fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$55.00	-	\$55.00
04/28/2025		Supp Decl of AAB - OL Confirmation #32327674 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen- Phuoc	1.00	\$23.44	-	\$23.44
04/06/2025		CaseAnywhere Fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$49.00	-	\$49.00
03/06/2025		CaseAnywhere Fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$103.00	-	\$103.00
02/27/2025		MPA Courtesy Copy via One Legal Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen- Phuoc	1.00	\$85.00	-	\$85.00
02/21/2025		One Legal MPA filing Confirmation #31932888 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$83.70	-	\$83.70
01/13/2025		CaseAnywhere Fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$165.00	-	\$165.00
12/16/2024		One Legal Filing 2nd Attempt re Amend Confirmation #31583500 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$14.95	-	\$14.95
12/13/2024		One Legal filing of Doe Amendment re Complaint	00061-Iglesias Iglesias v Laundry Planet,	Nestor Mejia	1.00	\$20.70	-	\$20.70
							\$0.00 0.00h	\$4,559.53 0.00h

Activities Export

12/18/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	LLC					
12/13/2024		One Legal filling re Amendment to Complaint Doe1 and Doe2Confirmation #31578039 (estimate) Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$18.70	-	\$18.70
11/27/2024		Case Anywhere filing re Joint SC (Estimate) Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$100.00	-	\$100.00
11/27/2024		One Legal Filing re Joint SC Confirmation #31497088 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$20.70	-	\$20.70
10/07/2024		Case Anywhere Fees - Invoice 344596. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$153.00	-	\$153.00
07/25/2024		One Legal Filing re Joint Status Report Confirmation #30830464 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$19.15	-	\$19.15
07/03/2024		Case Anywhere fees Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$153.00	-	\$153.00
04/15/2024		One Legal Filing - JSCR Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Leanne Nguyen-Phuoc	1.00	\$19.15	-	\$19.15
04/03/2024		Case Anywhere fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$111.96	-	\$111.96
							\$0.00 0.00h	\$4,559.53 0.00h

Activities Export

12/18/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/14/2024		Nationwide Legal service of process fees. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$962.95	-	\$962.95
02/13/2024		Revision, discussion with attorney , and refileing via one legal Confirmation #29892283 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$19.15	-	\$19.15
02/13/2024		One Legal filing of Proposed order re Electronic Service Confirmation #29886332 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$19.15	-	\$19.15
01/30/2024		One Legal Joint Report filing Confirmation #29804227 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$19.15	-	\$19.15
01/26/2024		One Legal filling all POS Confirmation #29786334 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Chandler Nelson	1.00	\$19.15	-	\$19.15
11/21/2023		One Legal Complex filing Confirmation #29449504 Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Nestor Mejia	1.00	\$1,452.15	-	\$1,452.15
08/01/2023		Mailed Certified Mail sent to: -Your Laundry Butlers, LLC -Santa Fe Lavanderia, LLC -Laundry Planet, LLC Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Chandler Nelson	1.00	\$25.68	-	\$25.68
08/01/2023		PAGA letter filing fee. Unbilled	00061-Iglesias Iglesias v Laundry Planet, LLC	Aaron Bartz	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$4,559.53 0.00h