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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

CLAUDIA STANZIOLA, individually,
and on behalf of other members of the
general public similarly situated and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

WEISS FAMILY PROPERTIES, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23STCV29203

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**DECLARATION OF RYAN SLINGER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 11, 2025
Time: 10:30 a.m.
Department: 12

Complaint Filed: November 29, 2023
Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

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

PROCEDURAL HISTORY

2. On September 25, 2023, Plaintiff provided written notice to the LWDA and Defendant Weiss Family Properties, LLC ("Defendant") of the specific provisions of the alleged California Labor Code violations ("PAGA Notice"). Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of Plaintiff's PAGA Notice.

3. On November 29, 2023, Plaintiff filed the Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

THE PROPOSED SETTLEMENT

4. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A," and respectfully request that the Court approve it as well.

5. The Settlement provides for a Gross Settlement Amount of \$950,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount, less the following amounts, subject to approval by the Court: Attorneys' Fees of up to \$332,500.00 (if the Gross Settlement Amount remains \$950,000.00) and Litigation Costs not to exceed \$50,000.00 to Class Counsel (together, "Attorneys' Fees and Costs"); Enhancement Award

1 to Plaintiff of up to \$7,500.00; Settlement Administration Costs to the Administrator not to exceed
2 \$8,000.00; and the PAGA Penalties of \$90,000.00. Assuming that the amounts allocated under the
3 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will
4 be available for distribution to Participating Class Members is currently \$462,000.00. Additionally,
5 25% of the PAGA Penalties, which is \$22,500.00 out of \$90,000.00, will be distributed to the
6 Aggrieved Employees (i.e., Aggrieved Employees Payment) for their respective portion of the
7 PAGA Penalties. The Gross Settlement Amount will be fully distributed in accordance with the
8 terms of the Settlement, and there is no reversion to Defendant.

9 6. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
10 in an amount of up to 35% of the Gross Settlement Amount (i.e., \$332,500.00, if the Gross
11 Settlement Amount remains \$950,000.00) and Litigation Costs of not more than \$50,000.00, which
12 will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted
13 that Class Counsel has borne all of the risks and costs of litigation and will not receive any
14 compensation until recovery is obtained. A description of the qualifications of Class Counsel, the
15 work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be
16 found in paragraphs 14 through 19, *post*.

17 7. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as an
18 Enhancement Award, to be paid out of the Gross Settlement Amount and subject to approval by the
19 Court. Plaintiff spent considerable time and effort to produce relevant documents and past
20 employment records and to provide the facts and evidence necessary to attempt to prove the
21 allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain
22 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to
23 receive an Enhancement Award, in addition to her individual settlement payments, for her services
24 on behalf of the Class, Aggrieved Employees, and State of California.

25 8. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
26 Administrator") to handle the notice and settlement administration process. The Parties respectfully
27 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
28 Administrator. Defendant will provide Simpluris with the Class Data, and the Settlement

1 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount
2 ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the
3 Aggrieved Employee Amount ("Individual PAGA Payment"). The Settlement Administrator will be
4 responsible for printing, distributing, and tracking Class Notices and other documents for the
5 Settlement; calculating and distributing payments due under the Settlement, issuing of 1099 and W-
6 2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
7 necessary reports and declarations, transmitting funds representing uncashed checks after the void
8 date to the California State Controller's Unclaimed Property Fund, and other duties and
9 responsibilities set forth to process the Settlement and as requested by the Parties. Settlement
10 Administration Costs are currently estimated not to exceed \$8,000.00 and will be paid out of the
11 Gross Settlement Amount, subject to approval of the Court.

12 9. Under the Settlement Agreement, Defendant is responsible for any employer-side tax
13 obligations associated with the Gross Settlement Amount and will deposit that amount into the
14 settlement fund, in addition to the Gross Settlement Amount. Each Participating Class Member's
15 Individual Settlement Payment will be allocated 10% to wages (the "Wage Portion") and 90% to
16 penalties and interest (the "Non-Wage Portion"). The Administrator will withhold the employees'
17 share of taxes and withholdings with respect to the Wage Portions.

18 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

19 10. **Ascertainability:** The proposed Class is defined as all current and former non-
20 exempt, hourly-paid employees who worked for Defendant in California at any time during the
21 period of June 4, 2019 through either (a) Preliminary Approval, or (b) the Alternate End Date,
22 whichever is sooner.

23 11. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
24 approximately 349 individuals who worked an estimated total of 66,131 Workweeks.

25 12. **Commonality:** Based on investigation and information discovered, Class Counsel
26 believes that there is sufficient evidence to support the allegations made in the lawsuit, including the
27 allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees,
28 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed

1 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
2 wages during employment and upon termination of employment, failed to provide compliant wage
3 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
4 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties
5 recoverable under the Private Attorneys General Act of 2004 (California Labor Code section 2698,
6 et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and
7 were subject to the same or similar operations and employment policies, practices, and procedures.
8 Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff,
9 Class Members, and Aggrieved Employees were substantially the same during the time period at
10 issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not
11 paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it
12 is clear that the outcome of this litigation would be determined by Defendant's uniform operations
13 and employment practices, policies, and procedures which, as Plaintiff alleges, were applied across
14 its hourly-paid or non-exempt employees in California during the relevant time period.

15 13. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
16 class action against her former employer. Plaintiff spent considerable time and effort to produce
17 relevant documents and past employment records and to provide the facts and evidence necessary to
18 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and
19 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
20 adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to
21 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
22 challenge and risk of commencing and maintaining this action, and she has not yet received any
23 monetary benefit for her service to date. Plaintiff put her own interests aside and brought a publicly
24 filed lawsuit against an employer not just for her own benefit, but, instead, on behalf of other hourly-
25 paid or non-exempt employees and the State of California.

26 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

27 14. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
28 prosecution of consumer and employment class actions, involving wage-and-hour claims, race

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

13 15. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice,
14 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned
15 a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
16 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
17 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
18 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
19 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
20 he studied Legal Writing at Harvard University. From approximately September 2002 to
21 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
22 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002
23 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
24 the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained
25 a license to practice law from the California State Bar. Since in or around October of 2008, through
26 his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of
27 consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued
28 over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,

1 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
2 five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
3 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
4 other overtime exemptions to the State of California and federal overtime compensation
5 requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class
6 certification by contested motion practice in approximately fifteen (15) cases in the last decade and
7 litigated over 1,000 class action or representative action cases.

8 16. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
9 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
10 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
11 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
12 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
13 approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the
14 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He
15 was admitted to practice law in California in 2010. He is admitted to practice before all courts of the
16 State of California and all United States District Courts in the State of California. He has worked on
17 many wage-and-hour class action and representative action cases, taking the lead in taking and
18 defending depositions, arguing motions, and attending mediations. He has played an integral role in
19 preparing matters for class certification, including and not limited to, successful certification of a
20 class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
21 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and
22 *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has
23 worked on over one hundred (100) class action or representative action cases which have resulted in
24 settlement.

25 17. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
26 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
27 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
28 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New

1 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
2 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
3 and defended dozens of depositions and successfully handled motion practice in class action cases
4 regarding discovery (including and not limited to, regarding class contact information), class
5 certification (both contested class certification and stipulated class certification), arbitration
6 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
7 appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer
8 efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9
9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
10 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also has extensive
11 experience with class action and/or representative action settlements. Under her, Edwin Aiwazian,
12 and Arby Aiwazian's supervision, the firm has handled the class certification and court approval
13 process for hundreds of class action and/or representative action matters that have successfully
14 resolved. She is a member of the California Employment Lawyers Association.

15 18. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
16 from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law
17 School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before
18 all courts of the State of California. I have worked on many wage-and-hour class action and PAGA
19 representative cases, and my work on these cases has included preparing pleadings and motions,
20 making court appearances, and drafting and finalizing settlement agreements.

21 THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

22 19. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this
23 matter has translated into tangible monetary benefits for the Class Members in the following
24 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
25 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
26 favorably with other similar class action settlements of this type given the strengths and weaknesses
27 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
28 increased significantly had the case progressed through certification, trial, and/or appeals.

20. Class Counsel has litigated the matter for over one (1) year and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by Todd A. Smith, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting extensive investigations, informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the Aggrieved Employees, against the Released Parties.

21. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling of Class Members' time

1 and wage records; Plaintiff's personnel records; Defendant's Voluntary Mutual Agreement to
2 Arbitrate; Defendant's Employee Handbook; earning statements; company policy
3 acknowledgements; and Defendant's operations and employment practice, policies, and procedures,
4 among other information and documents. Class Counsel had the opportunity to interview Plaintiff
5 and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties
6 also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and
7 the production of documents and data prior to the mediation. Class Counsel also drafted pleadings
8 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
9 negotiations, among other tasks.

10 22. Counsel for the Parties have also invested time researching and investigating the
11 applicable law, which is constantly evolving as it relates to certification, representative PAGA
12 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
13 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as the facts
14 discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate,
15 and reasonable.

16 23. Class Counsel is aware of the defenses and position of Defendant but believes that
17 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
18 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation
19 and the difficulties and delays inherent in such litigation, including those involved in class
20 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
21 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
22 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
23 considered the Parties' settlement discussions, as well as the Mediator's Proposal.

24 24. Defendant, on the other hand, denied and continues to deny any liability and
25 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the
26 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
27 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
28 also had the opportunity to interview witnesses and review documents and information relating to

1 Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant and
2 Defendant's operations and employment policies, practices, and procedures. The Parties also
3 reviewed and analyzed a large volume of documents and data to determine the potential value and
4 strength of the claims. The available information enabled Class Counsel to assess and value the class
5 and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the
6 Parties have conducted adequate investigation and informal discovery to be sufficiently informed of
7 the nature and extent of the Class Members' claims and to enable both sides to fully evaluate the
8 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
9 strengths and weaknesses of each side's position and the uncertainty of how the case might have
10 concluded at certification, trial, and/or appeals.

11 **ESTIMATE OF THE VALUE OF THE CLAIMS**

12 25. Plaintiff's action alleges that Defendant has violated the California Labor Code and
13 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
14 scheme of wage abuse against Plaintiff and the putative class members, including, *inter alia*, failing
15 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
16 periods and associated premium pay, failing to timely pay wages during employment, failing to
17 timely pay wages upon termination and associated waiting-time penalties, failing to provide
18 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
19 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
20 constitutes unfair business practices under the California Business and Professions Code ("UCL")
21 and gives rise to civil penalties recoverable under PAGA.

22 26. Based on data provided by Defendant and extrapolated by Plaintiff, the total number
23 of putative class members during the period from June 4, 2019 to September 11, 2025 ("relevant
24 time period") was estimated to be approximately 349 individuals who worked an estimated total of
25 66,131 Workweeks with an average hourly rate of pay of \$18.20.

26 27. Plaintiff contended that Defendant required putative class members to perform work
27 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
28 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required

putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, putative class members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones for work duties, costs of complying with Defendant's dress code, and the cost of necessary supplies.

28. Class Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid putative class members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiff and putative class members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that

trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims. Class Counsel further considered Defendant's claims that Plaintiff and Class Members were subject to an arbitration agreement.

29. Class Counsel considered information, data, and documents obtained from Plaintiff, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$3,610,752.60 (66,131 Workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$27.30, which is based on the average hourly rate of \$18.20). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer

to \$1,263,763.41), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$379,129.02), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$113,738.71).

- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,203,584.20 (66,131 Workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$18.20). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$421,254.47), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$147,439.06), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$36,859.77).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$2,407,168.40 (66,131 Workweeks x 2 meal period premium x average hourly rate of \$18.20). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$842,508.94), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$294,878.13), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$88,463.44).
- d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$3,610,752.60 (66,131 Workweeks x 3 rest period premiums x average hourly rate of \$18.20). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class

certification (bringing the value of this claim closer to \$1,263,763.41), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$442,317.19), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$132,695.16).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 155 putative class members had been terminated during the three-year statute of limitations (i.e., from June 4, 2020). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$677,040.00 collectively (155 individuals x [30 days x hourly rate of \$18.20 x 8 hours]), or approximately \$4,368.00 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$236,964.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$82,937.40), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$20,734.35).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$1,252,000.00 (313 violations x \$4,000 maximum statutory penalty). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$438,200.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value

of this claim closer to \$153,370.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$46,011.00).

- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$780,345.80 (66,131 Workweeks x \$11.80 unreimbursed business expenses). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$273,121.03), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$95,592.36), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$23,898.09).
- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$551,250.00 (315 aggrieved employees estimated to have worked during the one-year statutory period x \$1,750 civil penalties). At this juncture, a discount of 30% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$385,875.00), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$231,525.00), and a discount of 60% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to

30. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

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

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

Executed on this 3rd day of July 2025 at Glendale, California.

Ryan Slinger

EXHIBIT 1



September 25, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: WEISS FAMILY PROPERTIES

Dear Representative:

We have been retained to represent Claudia Stanziola against Weiss Family Properties (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “WFP”) for violations of California wage-and-hour laws. Ms. Stanziola seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Stanziola seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

WFP employed Ms. Stanziola as an hourly-paid, non-exempt employee from approximately August 2005 to approximately May 2023, in the State of California.

The “aggrieved employees” that Ms. Stanziola may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, WFP has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

WFP required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Stanziola and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Stanziola and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, WFP required Ms. Stanziola and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, WFP failed to pay Ms. Stanziola and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, WFP failed to pay Ms. Stanziola and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, WFP did not provide Ms. Stanziola and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from WFP were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Stanziola and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

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

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, WFP failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Stanziola and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, WFP did not provide Ms. Stanziola and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, WFP failed to pay Ms. Stanziola and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Stanziola and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, WFP failed to pay Ms. Stanziola and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Stanziola and the other aggrieved employees were required to report for

work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Stanziola and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by WFP. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

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

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

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

Weiss Family Properties
c/o Roxana Verano
Attorney
Landegger Verano & Davis, ALC
299 N. Euclid Ave., 2nd Floor
Pasadena, CA 91101

Weiss Family Properties
15551 Cabrito Road
Van Nuys, Ca 91406

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made by and between Plaintiff Claudia Stanziola (“Plaintiff”) and Defendant Weiss Family Properties, LLC (“Defendant”) in the lawsuit entitled *Claudia Stanziola v. Weiss Family Properties*, Los Angeles County Superior Court Case No. 23STCV29203 (the “Action”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Aggrieved Employees” mean all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period.
- 1.2. “Aggrieved Employees Payment” means the 25% of the PAGA Penalties which shall be distributed to the Aggrieved Employees.
- 1.3. “Attorneys’ Fees” and “Litigation Costs” (together, “Attorneys’ Fees and Costs”) mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.
- 1.4. “Class” or “Class Member(s)” means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period.
- 1.5. “Class Counsel” means Joanna Ghosh, Yasmin Hosseini, and Ryan Slinger of Lawyers for Justice, PC and all the lawyers of this firm acting on behalf of Plaintiff and the Class.
- 1.6. “Class Data” means Class Member and Aggrieved Employee identifying information in Defendant’s possession, custody, or control, including the Class Member’s and/or Aggrieved Employee’s full name, last-known mailing address, Social Security number, and hire and termination dates, and information and/or data sufficient to determine the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee.
- 1.7. “Class Member Address Search” means the Settlement Administrator’s investigation and search for Class Members’ current mailing addresses using all reasonably available sources, methods, and means, including but not limited to, the National Change of Address database and direct contact by the Settlement Administrator with Class Members.
- 1.8. “Class Notice” means the Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as “**Exhibit A**” and incorporated by reference into this Agreement.
- 1.9. “Class Period” means the period from June 4, 2019 to either (a) Preliminary Approval or (b) the Alternate End Date, whichever is sooner.
- 1.10. “Class Representative” or “Plaintiff” means Claudia Stanziola.

- 1.11. “Class Settlement” means the settlement and resolution of the Released Class Claims.
- 1.12. “Court” means the Superior Court of California, County of Los Angeles.
- 1.13. “Defendant” means Weiss Family Properties, LLC.
- 1.14. “Defense Counsel” means Alfred J. Landegger and Roxana E. Verano of Landegger Verano & Davis, ALC.
- 1.15. “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, the day that the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.16. “Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.19. “Gross Settlement Amount” means \$950,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Aggrieved Employees Payment, the LWDA Payment, Attorneys’ Fees and Costs, Enhancement Award, and the Settlement Administration Costs.
- 1.20. “Individual PAGA Payment(s)” means the Aggrieved Employee’s *pro rata* share of the Aggrieved Employees Payment, to be calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.21. “Individual Settlement Payment(s)” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages.
- 1.22. “Individual Settlement Share(s)” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated based on the number of Workweeks worked during the Class Period.
- 1.23. “Litigation” means Plaintiff’s class action and PAGA lawsuit alleging wage and hour

violations against Defendant, captioned *Claudia Stanziola v. Weiss Family Properties*, Los Angeles County Superior Court Case No. 23STCV29203.

- 1.24. “LWDA” means the California Labor and Workforce Development Agency.
- 1.25. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Attorneys’ Fees and Costs, Enhancement Award, and the Settlement Administration Costs. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.
- 1.27. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.28. “Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
- 1.29. “Operative Complaint” means the Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*
- 1.30. “PAGA” means the Private Attorneys General Act (Labor Code section 2698, *et seq.*).
- 1.31. “PAGA Notice” means Plaintiff’s September 25, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32. “PAGA Pay Periods” mean the number of pay periods each Aggrieved Employee worked for Defendant as a non-exempt, hourly-paid employee in California during the PAGA Period.
- 1.33. “PAGA Penalties” mean the total amount of PAGA civil penalties, in the amount of \$90,000.00, to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees (\$22,500.00) and 75% to the LWDA (\$67,500.00) in settlement of PAGA claims.
- 1.34. “PAGA Period” means the period from September 25, 2022 to either (a) Preliminary Approval or (b) the Alternate End Date, whichever is sooner.
- 1.35. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.37. “Plaintiff” means Claudia Stanziola, the named plaintiff in the Litigation.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means Defendant and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.
- 1.43. “Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
- 1.44. “Response Deadline” means sixty (60) calendar days after the Settlement Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, or (b) mail his or her Objection to the Class Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Settlement Administrator.
- 1.45. “Settlement Administration Costs” mean the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses related to administering the Settlement, as set forth in Paragraph 7. The amount is in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Parties and approved by the Court in connection with Preliminary Approval of the Settlement.
- 1.46. “Settlement Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.47. “Workweeks” means the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee in California during the Class Period, which will be

calculated by Defendant based on Class Members' date of hire and date of termination, if any.

- 1.48. "Workweeks / PAGA Pay Periods Dispute" means a Class Member and/or Aggrieved Employee's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks / PAGA Pay Periods credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member and/or Aggrieved Employee's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks / PAGA Pay Periods credited to him or her, and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

2. RECITALS.

- 2.1. On September 25, 2023, Plaintiff provided written notice to the LWDA and to Defendant of the specific provisions of the California Labor Code that Defendant allegedly violated ("PAGA Notice"). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.2. On November 29, 2023, Plaintiff commenced the class action and PAGA lawsuit entitled *Claudia Stanziola v. Weiss Family Properties* in the Superior Court of California for the County of Los Angeles, Case No. 23STCV29203, which alleged 11 causes of action against Defendant for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201–203 and the IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; (10) violations of California Business & Professions Code sections 17200, *et seq.*; and (11) violation of California Labor Code section 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004).
- 2.3. Defendant has denied the allegations in the Action, denies all material allegations set forth in the Operative Complaint, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Litigation, Released Class Claims, and Released PAGA Claims.

- 2.4. On September 19, 2024, the Parties participated in an all-day mediation presided over by Mediator Todd A. Smith, Esq. With the aid of the Mediator's evaluation, the Parties reached a resolution, which led to this Agreement to settle the Litigation in its entirety.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, a random sampling of Class Members' time and pay records, as well as information and documents concerning the claims set forth in the Litigation, including but not limited to, Defendant's employee handbook, relevant wage and hour policies, and datapoints, including and not limited to, information regarding the number of Class Members and Aggrieved Employees, the number of workweeks worked by the Class Members, the number of pay periods worked by the Aggrieved Employees, and the average rate of pay of the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6. The Court has not yet granted class certification, as the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.
- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$950,000.00 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Settlement Shares. Defendant has 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 Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Enhancement Award to the Class Representative of not more than \$7,500.00 (in addition to any Individual Settlement Payment and/or any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for Attorneys' Fees and Costs, Plaintiff will seek Court approval for any Enhancement Award. If the Court approves an Enhancement Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Settlement Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full

responsibility and liability for employee taxes owed on the Enhancement Award.

- 3.2.2. To Class Counsel: Attorneys' Fees of not more than 35%, which is currently estimated to be \$332,500.00, which may increase pursuant to Paragraph 8 , and reimbursement of Litigation Costs of not more than \$50,000.00 that will be determined at the time of final approval. Defendant will not oppose requests for these payments. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the Litigation, including without limitation all work performed to date, all work to be performed, and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members.
- 3.2.3. To the Settlement Administrator: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed \$8,000.00. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Participating Class Members.
- 3.2.4. PAGA Penalties: Subject to approval by the Court, the Parties agree that the amount of \$90,000.00 from the Gross Settlement Amount will be allocated toward penalties under PAGA ("PAGA Penalties"), of which 75%, or \$67,500.00, will be paid to the LWDA ("LWDA Payment"), and 25%, or \$22,500.00, will be distributed to Aggrieved Employees ("Aggrieved Employees Payment") on a *pro rata* basis according to the number of PAGA Pay Periods worked during the PAGA Period (i.e., Individual PAGA Payment).
- 3.2.5. Individual Settlement Share Calculations: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks as follows:
- a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her

estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employees Payment based on the Aggrieved Employees’ PAGA Pay Periods as follows: The Settlement Administrator will divide the Aggrieved Employees Payment, which is \$22,500.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, resulting in the “PAGA Pay Period Value” and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3.2.7. Tax Allocation of Individual Settlement Payments and Individual PAGA Payments: 10% of each Participating Class Member’s Individual Settlement Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90 % of each Participating Class Member’s Individual Settlement Payment will be allocated to settlement of claims for penalties and interest (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 Settlement Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS 1099 Form, if necessary. The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, during the period from June 4, 2019 to September 19, 2024, Defendant estimates there were 268 Class Members who collectively worked a total of 50,110 Workweeks.

4.2. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Settlement 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. Notwithstanding this provision, Class Counsel shall also receive redacted Class Data that shall only disclose an identification number attributed to each Class Member and their associated Workweeks during the Class Period and each Aggrieved Employee and their associated PAGA Pay Periods during the PAGA Period. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class members identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting these funds to the Settlement Administrator no later than 60 calendar days after the Court's Final Approval of the Settlement.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Attorneys' Fees and Costs, and the Enhancement Award. Disbursement of the Attorneys' Fees and Costs and the Enhancement Award shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
 - 4.4.1. The Settlement Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement 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 Settlement Administrator may send Participating Class Members a single check, combining the Individual Settlement 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 Settlement Administrator must conduct a Class Member Address Search for Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 calendar days of receiving a returned check, the Settlement Administrator

must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any requesting Participating Class Member or Aggrieved Employee, whose original check was lost or misplaced, prior to the void date.

4.4.3. For any Participating Class Member or Aggrieved Employee whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of the California Code of Civil Procedure section 384, subd.(b).

4.4.4. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. General Release of Claims by Plaintiff. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from her employment with Defendant, separation of employment from Defendant, whether known or unknown, arising under any federal or local law or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED

PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are not known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

5.2. Released Class Claims by Participating Class Members. Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay overtime wages; (b) failure to provide meal periods; (c) failure to authorize or permit rest periods; (d) failure to pay minimum wage; (e) failure to timely pay wages; (f) failure to provide complete and accurate wage statements; (g) failure to keep complete and accurate payroll records; (h) failure to reimburse necessary business-related expenses and costs; (i) all claims under California Business & Professions Code section 17200 for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties, interest, or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims").

5.3. Released PAGA Claims by Aggrieved Employees. Plaintiff, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Action, arising during or with respect to the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a

prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Settlement Administrator.

- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in-person or by telephone to resolve the disagreement in good faith. 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 to modify the Agreement and otherwise satisfy the Court's concerns in good faith.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Settlement Administrator. The Parties have jointly selected and will ask the Court to appoint Simpluris, Inc., ("Simpluris") to serve as the Settlement Administrator and to perform all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest nor relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Settlement Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Settlement 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 Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as "**Exhibit A.**" The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. No later than three (3) business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement 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 Settlement Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadline for Class Members' Objections to the Class Settlement, Workweeks / Pay Periods Dispute, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Settlement Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in-person or by telephone to determine in good faith whether to include them as a Class Member. If the Parties agree, such person will be a Class Member, entitled to the same rights as other Class Members, and the Settlement Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5. Requests for Exclusion from the Class Settlement (Opt-Outs).
- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Settlement Administrator, by mail, a signed written Request for Exclusion no later than the Response Deadline. 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 Class Settlement and includes all of the information required by Paragraph 1.43 of this Settlement Agreement. To be valid, a Request for Exclusion must be postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.
- 7.5.2. The Settlement Administrator may not reject a Request for Exclusion from the Class Settlement as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement

Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3. Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement are deemed to be Participating Class Members under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.
- 7.5.4. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement are Non-Participating Class Members and shall not receive Individual Settlement Payments nor have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are also Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Workweeks / PAGA Pay Periods Disputes. Each Class Member and Aggrieved Employee shall have until the Response Deadline to dispute the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may dispute the allocation by communicating with the Settlement Administrator via mail. The Workweeks / PAGA Pay Periods Dispute must be signed by the Class Member and contain all information required by Paragraph 1.48 of this Settlement Agreement. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member and/or Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all Workweeks / PAGA Pay Periods Disputes to Defense Counsel and Class Counsel and the Settlement Administrator's determination of those disputes.
- 7.7. Objections to Class Settlement.
 - 7.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement and/or amounts requested for the Attorneys' Fees and Costs and/or Enhancement Award.
 - 7.7.2. Participating Class Members may send written objections to the Settlement Administrator by 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 Settlement Administrator must do so no later than the Response Deadline.
 - 7.7.3. The Objection must be signed by the Participating Class Member and contain all

information required by Paragraph 1.28 of this Settlement Agreement.

7.7.4. Non-Participating Class Members have no right to object to the Class Settlement.

7.8. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Settlement Administrator will 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 Class Notice, the Motion for Final Approval, the Final Approval and the Judgment on a portion of its website. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion from the Class Settlement (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; and (c) copies of all Requests for Exclusion from the Class Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Settlement 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 from the Class Settlement (whether valid or invalid) received, Objections received, Workweeks / PAGA Pay Periods Disputes received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

7.8.4. Workweeks / PAGA Pay Periods Disputes. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Members challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Settlement Administrator’s Declaration. No later than fourteen (14) calendar days before the date by which Class Counsel is required to file the Motion for Final Approval of the Settlement, the Settlement 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 Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections, and the Exclusion List which will be attached. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

- 7.8.6. Final Report by Settlement Administrator. Within ten (10) calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement 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 fifteen (15) calendar days before any deadline set by the Court, the Settlement 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 Settlement Administrator's declaration in Court.
8. **ESCALATOR CLAUSE.** Defendant represents that there are 50,110 Workweeks during the period from June 4, 2019 through September 19, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the qualifying Workweeks worked by Class Members during the Class Period increase beyond 10% of 50,110 (i.e., beyond 55,121 Workweeks), then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered Workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount ("Alternate End Date").
9. **MOTION FOR FINAL APPROVAL.** Class Counsel will file in Court a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively, "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in-person or by telephone to resolve in good faith any disagreements concerning the Motion for Final Approval.
- 9.1. Response to Objections to the Class Settlement. Each Party retains the right to respond to any Objection to the Class Settlement raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 9.3. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Litigation, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and obtain Final Approval and entry of Judgment, sharing on a 50-50 basis any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Litigation have merit or that Defendant has any liability for any claims asserted; nor should it be intended nor construed as an admission by Plaintiff that Defendant's defenses in the Litigation 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, nor enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Litigation, and Plaintiff reserves the right to move for class certification on any grounds

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

- 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that until the Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will not disclose, disseminate or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, 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.
- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class 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.
- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement,

the Parties agree to re-engage Todd Smith, Esq. to mediate the final terms and split the cost 50/50, if any. The Parties further agree to use any other reasonable efforts that may become necessary by the Court, or otherwise, to effectuate the settlement.

- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9. Modification of Agreement. 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. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California without regard to conflict of law principles.
- 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Litigation and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employer of Plaintiff requests a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of employment and job titles during employment. Defendant shall not refer to the Litigation or this Settlement.
- 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall

be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 11.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

<u>To Plaintiff and Class Counsel:</u>	<u>To Defendant and Defense Counsel:</u>
Joanna Ghosh, Esq. Yasmin Hosseini, Esq. Ryan Slinger, Esq. LAWYERS for JUSTICE, PC 450 N. Brand Boulevard, Suite 900 Glendale, California 91203	Alfred J. Landegger, Esq. Roxana E. Verano, Esq. LANDEGGER VERANO & DAVIS, ALC 15760 Ventura Boulevard, Suite 1200 Encino, California 91436

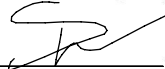
- 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same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

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

IT IS SO AGREED.

Dated: 04/08/2025 _____

PLAINTIFF CLAUDIA STANZIOLA

Electronically Signed by

Nintex AssureSign® 734e64d2-d6b4-4bef-bb23-b2b90168cd3b

Claudia Stanziola, Plaintiff

**DEFENDANT WEISS FAMILY
PROPERTIES, LLC**

DocuSigned by:

A277E2E5A07D4B9

Dated: 4/5/2025 _____

Full Name: Rochelle Handy _____

Title: president _____

On behalf of Weiss Family Properties, LLC

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: April 8, 2025

By: 
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
*Attorneys for Plaintiff Claudia Stanziola and Proposed
Class Counsel*

LANDEGGER VARANO & DAVIS, ALC

Dated: April 7, 2025

By: 
Alfred J. Landegger, Esq.
Roxana E. Verano, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Claudia Stanziola v. Weiss Family Properties, LLC **Superior Court of California for the County of Los Angeles, Case No. 23STCV29203**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Claudia Stanziola ("Plaintiff") and Defendant Weiss Family Properties, LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Claudia Stanziola v. Weiss Family Properties*, Los Angeles County Superior Court Case No. 23STCV29203 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period.

"Class" means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from June 4, 2019 to [Preliminary Approval or the Alternative End Date, whichever is sooner].

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the period from September 25, 2022 through [Preliminary Approval or the Alternative End Date, whichever is sooner].

II. BACKGROUND OF THE ACTION

On September 25, 2023, Plaintiff Claudia Stanziola provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("PAGA Notice"). On November 29, 2023, Plaintiff filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq against Defendant, in the Los Angeles County Superior Court, Case No. 23STCV29203 (the "Action").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698,

et seq. (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the Settlement Administrator of the Settlement (“Settlement Administrator”), Plaintiff Claudia Stanziola as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is Nine Hundred Fifty Thousand Dollars (\$950,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$332,500.00 if the Gross Settlement Amount remains \$950,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) (together, “Attorneys’ Fees and Costs”); (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000.00) to the Settlement Administrator; and (4) the amount of Ninety Thousand Dollars (\$90,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$67,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$22,500.00) will be distributed to Aggrieved Employees (“Aggrieved Employees Payment”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Payment.

Questions? Please call: [settlement Settlement Administrator’s 800-number]

Each Individual Settlement Payment will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and ninety percent (90%) penalties and interest, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment, based on the number of PAGA Pay Periods of each Aggrieved Employee during the PAGA Period. The Settlement Administrator has divided the PAGA Penalties by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period ("PAGA Pay Period Value") and multiplied each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with [] Workweeks during the Class Period, i.e., from June 4, 2019 to **[Preliminary Approval or the Alternative End Date, whichever is sooner]**.

According to Defendant's records, you have been credited with [] PAGA Pay Periods during the PAGA Period, i.e., from September 25, 2022 through **[Preliminary Approval or the Alternative End Date, whichever is sooner]**.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contain the case name and number of the Action; (b) contain the Class Member and/or Aggrieved Employee's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks / PAGA Pay Periods credited to him or her, and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and PAGA Pay Periods credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Questions? Please call: [settlement Settlement Administrator's 800-number]

Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount Plaintiff, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

“Released Class Claims” means any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay overtime wages; (b) failure to provide meal periods; (c) failure to authorize or permit rest periods; (d) failure to pay minimum wage; (e) failure to timely pay wages; (f) failure to provide complete and accurate wage statements; (g) failure to keep complete and accurate payroll records; (h) failure to reimburse necessary business-related expenses and costs; (i) all claims under California Business & Professions Code section 17200 for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties, interest, or attorneys’ fees associated with all of such causes of action under California law.

“Released PAGA Claims” means all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Action, arising during or with respect to the PAGA Period.

“Released Parties” Defendant and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$332,500.00, if the Gross Settlement Amount remains \$950,000.00) and reimbursement of litigation costs and expenses in an amount of up to Fifty Thousand Dollars (\$50,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or Aggrieved Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of

Questions? Please call: [settlement Settlement Administrator’s 800-number]

all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

The hearing may be continued without further notice to the Class Members and Aggrieved Employees. You should check the Administrator's website at **[redacted]** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to **[redacted]**'s website at **[redacted]**. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV29203. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**