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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
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12 MONE YVETTE SANDERS, individually,
13 and on behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 EDWARD D. JONES & CO., L.P., a limited
17 partnership; and DOES 1 through 10,
18 inclusive,

19 Defendants
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Case No. 21STCV31165

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: August 20, 2021
FAC Filed: November 16, 2021
Trial Date: None set

1 This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement
2 Agreement” or “Agreement”) is made by and between Plaintiff Mone Yvette Sanders (“Plaintiff”) and
3 Defendant Edward D. Jones & Co., L.P. (“Defendant”). The Agreement refers to Plaintiff and
4 Defendant collectively as “the Parties,” and individually as “Party”.

5 **1. DEFINITIONS.**

6 1.1. “Action” means *Mone Yvette Sanders v. Edward D. Jones & Co., L.P.*, Superior Court
7 of the State of California, County of Los Angeles, Case No. 21STCV31165, and all
8 related appeals and other proceedings.

9 1.2. “Administrator” means Phoenix Class Action Administration Solutions the neutral entity
10 the Parties have designated to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses, not to
13 exceed \$35,000.00.

14 1.4. “Aggrieved Employees” means all persons currently or formerly employed by
15 Defendant as non-exempt, hourly-paid employees from August 18, 2020, through
16 January 5, 2026, in the State of California.

17 1.5. “Second Amended Complaint” means and refers to the Second Amended Complaint
18 Plaintiff will file in the Action re-asserting class claims for the Class Period, in the form
19 attached hereto as **Exhibit A**, which Plaintiff shall file within one (1) week of the Court
20 signing the proposed order granting Plaintiff leave to amend the operative Complaint
21 pursuant to the Parties’ stipulation. The stipulation shall be filed within two (2) days of
22 executing this Agreement. The class claims are strictly being alleged for settlement
23 purposes. If, for any reason, the Court does not grant Final Approval and/or Judgment is
24 not entered in the Action, Plaintiff will file a request for dismissal dismissing all class
25 claims in the Second Amended Complaint without prejudice.

26 1.6. “Class” means all persons currently or formerly employed by Defendant as non-exempt,
27 hourly-paid employees from November 5, 2020 to January 5, 2026 in the State of
28 California.

- 1.7. “Class Counsel” means Moon Law Group, P.C.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members or Aggrieved Employees.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE 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 B** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from November 5, 2020, through January 5, 2026.
- 1.14. “Class Representative” means the named Plaintiff in the Second Amended Complaint in the Action, Mone Yvette Sanders, seeking Court approval to serve as a class representative.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative paid from the Gross Settlement Amount for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of the State of California, County of Los Angeles.

- 1.17. “Defendant” means the named Defendant in the Action, Edward D. Jones & Co., L.P.
- 1.18. “Defense Counsel” means Venable LLP.
- 1.19. “Effective Date” means the date on which the Judgment becomes 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 the Court enters Judgment; (b) if one or more Participating Class Members or other party objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, if no appeal is filed; or (c) if a timely appeal from the Judgment is filed, (i) the day after the appellate court affirms the Judgment and it becomes final, (ii) the day after dismissal of such appeal, or (iii) the expiration of the time to file a petition for writ of certiorari to the California Supreme Court.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$1,700,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.

- 1.27. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, to be paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from August 18, 2020 to January 5, 2026.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act (Labor Code, § 2698, *et seq*).
- 1.33. “PAGA Notice” means Plaintiff’s August 18, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and 75% to the LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means the named Plaintiff in the Action, Mone Yvette Sanders.
- 1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.38. “Released Parties” means Defendant and its past, present and future subsidiaries, parents, affiliates and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, general

partners, limited partners, service partners, subordinated limited partners, joint ventures, principals, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors and/or assigns.

1.39. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.40. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement; (b) fax, email, or mail objections to the Settlement; or (c) fax, email, or mail a challenge to the number of Workweeks allocated to class members in the Class Notice. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

1.41. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

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

2. RECITALS.

2.1. On August 20, 2021, Plaintiff filed this Action asserting class claims against Defendant alleging that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all wages due at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices.

2.2. On November 16, 2021, Plaintiff amended the Complaint to add a cause of action for civil penalties pursuant to California’s Private Attorneys General Act.

2.3. On June 2, 2022, the Court granted Defendant’s motion to compel arbitration, dismissed Plaintiff’s class allegations, and compelled Plaintiff’s individual claims to arbitration.

- 1 2.4. On August 25, 2022, the Court granted Defendant’s motion to compel arbitration of
2 Plaintiff’s individual PAGA claim and stayed the representative PAGA claims.
- 3 2.5. On November 29, 2022, Plaintiff submitted a demand for arbitration to JAMS for her
4 individual claims.
- 5 2.6. On February 1, 2024, Plaintiff filed a motion to vacate the order compelling arbitration.
- 6 2.7. On May 1, 2024, the Court initially granted Plaintiff’s motion to vacate the order
7 compelling arbitration.
- 8 2.8. On July 15, 2024, the Court reversed its May 1, 2024 ruling and denied Plaintiff’s
9 motion to vacate.
- 10 2.9. On September 13, 2024, Plaintiff filed a petition for writ of mandate in the Court of
11 Appeal, Second Appellate District.
- 12 2.10. On May 6, 2025, following extensive briefing and oral argument, the Court of Appeal,
13 Second Appellate District, Division Seven, granted Plaintiff’s petition for writ of
14 mandate and ordered the trial court to vacate its order denying Plaintiff’s motion to
15 withdraw from arbitration and to permit Plaintiff to pursue her claims in state court.
- 16 2.11. On November 19, 2025, the California Supreme Court directed the Court of Appeal to
17 vacate the latter’s May 6, 2025 order and reconsider Plaintiff’s petition for writ of
18 mandate in light of the August 11, 2025 opinion in *Hohenshelt v. Superior Court* (2025)
19 18 Cal.5th 310.
- 20 2.12. The Parties participated in two private mediations with experienced wage and hour
21 mediators. The first occurred on November 18, 2024 with Steve Rottman, Esq. The
22 second was held on November 5, 2025 with Brandon McKelvey, Esq. A settlement was
23 reached at the second mediation.
- 24 2.13. Before the Parties’ mediations, Plaintiff obtained, through an informal exchange, a
25 sampling of anonymous payroll and time data for all Aggrieved Employees and Class
26 Members. This information included, on an anonymized basis, information regarding
27 the dates worked, start and stop times, hourly rates, dates of payment of wages, and
28 information regarding meal breaks and when meal premiums were paid. Defendant also

provided relevant policies. 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*").

2.14. The Court has not granted class certification and has not made any finding or determination that Defendant violated any law or regulation. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Defendant will pay \$1,700,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant shall pay such amounts to the Administrator and not directly to any individual Participating Class Members or Aggrieved Employees. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose the payment of a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff

1 will seek Court approval for any Class Representative Service Payment. If the
2 Court approves a Class Representative Service Payment less than the amount
3 requested, the Administrator will retain the remainder in the Net Settlement
4 Amount. The Administrator will pay the Class Representative Service Payment
5 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
6 employee taxes owed on the Class Representative Service Payment. Plaintiff
7 shall hold Defendant harmless from any claim or liability for taxes, penalties, or
8 interest arising as a result of the payment. Defendant makes no representations
9 as to the tax treatment or legal effect of the payment called for herein, and
10 Plaintiff is not relying on any statement or representation by Defendant or its
11 counsel in this regard.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the
13 Gross Settlement Amount, which is currently estimated to be \$566,666.67, and
14 a Class Counsel Litigation Expenses Payment not to exceed \$80,000.00.
15 Defendant will not oppose the payment of a Class Counsel Fees Payment and a
16 Class Counsel Litigation Expenses Payment that do not exceed these amounts.
17 As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may
18 seek Court approval of the Class Counsel Fees Payment and the Class Counsel
19 Litigation Expenses Payment. In support of the Class Counsel Litigation
20 Expenses Payment, Class Counsel must submit a cost ledger listing each
21 expense incurred during the Action. If the Court approves a Class Counsel Fees
22 Payment or a Class Counsel Litigation Expenses Payment less than the amount
23 requested, the Administrator will allocate the remainder to the Net Settlement
24 Amount. Released Parties shall have no liability to Class Counsel or any other
25 Plaintiff's counsel arising from any claim to any portion of any Class Counsel
26 Fees Payment and/or Class Counsel Litigation Expenses Payment. The
27 Administrator will pay the Class Counsel Fees Payment and Class Counsel
28 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes

1 full responsibility and liability for taxes owed on the Class Counsel Fees
2 Payment and Class Counsel Litigation Expenses Payment and holds Defendant
3 harmless, and indemnifies Defendant, from any dispute or controversy
4 regarding any division or sharing of any of these payments.

5 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
6 \$35,000.00, except for a showing of good cause and as approved by the Court.
7 To the extent the administration expenses are less than or the Court approves a
8 payment less than \$35,000.00, the Administrator will retain the remainder in the
9 Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: The Administrator will calculate each
11 Individual Class Payment by (a) dividing the Net Settlement Amount by the
12 total number of Workweeks worked by all Participating Class Members during
13 the Class Period and (b) multiplying the result by each Participating Class
14 Member's Workweeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
16 each Participating Class Member's Individual Class Payment will be
17 allocated to the settlement of wage claims (the "Wage Portion"). The
18 Wage Portions are subject to tax withholding and will be reported on an
19 IRS W-2 Form. Eighty percent (80%) of each Participating Class
20 Member's Individual Class Payment will be allocated to the settlement
21 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
22 Wage Portions are not subject to wage withholdings and will be
23 reported on IRS 1099 Forms. Participating Class Members assume full
24 responsibility and liability for employee taxes owed on their Individual
25 Class Payment. Each participating Class Member shall hold Defendant
26 harmless, and shall indemnify Defendant, from and against any dispute
27 or controversy regarding any division, sharing or tax liability owed with
28 respect to any of these payments.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$100,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$75,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., \$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibilities and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size Estimates. Based on its records to date, Defendant estimates there are 2,500 Class Members who collectively worked a total of 250,000 Workweeks, and 2,516 Aggrieved Employees who worked a total of 130,731 PAGA Pay Periods.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amount necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than twenty-one (21)

1 calendar days after the Effective Date.

2 4.3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
3 after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail
4 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
5 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
6 and Class Representative Service Payment. Disbursement of the Class Counsel Fees
7 Payment, Class Counsel Litigation Expenses Payment, and Class Representative
8 Service Payment shall not precede disbursement of the Individual Class Payments and
9 Individual PAGA Payments.

10 4.3.1. The Administrator will issue checks for the Individual Class Payments and
11 Individual PAGA Payments and send them to the Class Members and
12 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of
13 each check shall prominently state the date (not less than 180 days after the date
14 of mailing) when the check will be voided. The Administrator will cancel all
15 checks not cashed by the void date. The Administrator will send checks for
16 Individual Class Payments to all Participating Class Members (including those
17 for whom Class Notice was returned undelivered). The Administrator will send
18 checks for Individual PAGA Payments to all Aggrieved Employees, including
19 Non-Participating Class Members who qualify as Aggrieved Employees
20 (including those for whom a Class Notice was returned undelivered). The
21 Administrator may send Participating Class Members who are also Aggrieved
22 Employees a single check combining the Individual Class Payment and
23 Individual PAGA Payment. Before mailing any checks, the Settlement
24 Administrator must update the recipients' mailing addresses using the National
25 Change of Address database.

26 4.3.2. The Administrator must conduct an Address Search for all Class Members and
27 Aggrieved Employees whose checks are returned undelivered without a United
28 States Postal Service ("USPS") forwarding address. Within fourteen (14)

1 calendar days of receiving a returned check, the Administrator must re-mail
2 checks to the USPS forwarding address provided or to an address ascertained
3 through the Address Search. The Administrator need not take further steps to
4 deliver checks to Class Members or Aggrieved Employees whose re-mailed
5 checks are returned as undelivered. The Administrator shall promptly send a
6 replacement check to any Class Member or Aggrieved Employee whose
7 original check was lost or misplaced and who requests the replacement before
8 the void date.

9 4.3.3. For any Class Member whose Individual Class Payment check or Individual
10 PAGA Payment check is uncashed and cancelled after the void date, or for any
11 Class Member whose envelope is returned and no forwarding address can be
12 located for the Class Member after reasonable efforts have been made, the
13 Administrator shall transmit the funds represented by such checks to the
14 California Controller's Unclaimed Property Fund in the name of the Class
15 Member, thereby leaving no "unpaid residue" subject to the requirements of
16 California Code of Civil Procedure ("CCP") section 384(b).

17 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments
18 shall not obligate Defendant to confer any additional benefits or make any
19 additional payments to Class Members (such as 401(k) contributions or
20 bonuses).

21 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
22 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
23 Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims
24 against all Released Parties as follows:

25 5.1. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives,
26 agents, attorneys, administrators, successors and assigns, fully and finally release and
27 discharge the Released Parties from all claims, transactions or occurrences that occurred
28 during the Class Period, including, but not limited to: (a) all claims that were, or

1 reasonably could have been, alleged based on the facts contained in the Second
2 Amended Complaint, and (b) all PAGA claims that were, or reasonably could have been,
3 alleged based on facts contained in the Second Amended Complaint and Plaintiff's
4 PAGA Notice. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims
5 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
6 benefits, disability benefits, social security benefits, or workers' compensation benefits
7 that arose at any time, or based on occurrences outside the Class Period. Plaintiff's
8 individual claims currently pending in San Diego Superior Court entitled *Mone' Sanders*
9 *v Edward D. Jones & Co., L.P., et al.*, Case No. 37-2024-00004352-CU-WT-CTL, are
10 subject to separate resolution between Plaintiff as an individual and Defendant.

11 5.2. Release by Participating Class Members: All Participating Class Members on behalf of
12 themselves and their respective former and present representatives, agents, attorneys,
13 administrators, successors and assigns, fully and finally release and discharge the
14 Released Parties from all claims that were alleged, or reasonably could have been
15 alleged, based on the facts and allegations in the Second Amended Complaint that are
16 alleged to have occurred during the Class Period, including, failure to pay minimum
17 wages, failure to pay overtime compensation (including but not limited to claims of
18 rounding, off-the-clock work, and incorrect regular rate calculations), failure to pay sick
19 leave at the correct rate, failure to provide meal periods, failure to authorize and permit
20 rest breaks, failure to indemnify necessary business expenses, failure to pay all wages
21 due upon termination, failure to provide accurate itemized wage statements, violation of
22 California Business and Professions Code §§ 17200, *et seq.*, and statutory waiting time
23 penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class
24 Members do not release any other claims, including claims for vested benefits, wrongful
25 termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, or workers' compensation or claims based on events
27 occurring outside the Class Period.

28 5.3. Release by Aggrieved Employees: All Aggrieved Employees (regardless of whether they

are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their respect former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Second Amended Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including, but not limited to, compensation (including but not limited to claims of rounding, off-the-clock work, and incorrect regular rate calculations), failure to pay sick leave at the correct rate, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all wages due upon termination, and failure to provide accurate itemized wage statements.

6. MOTION FOR PRELIMINARY APPROVAL: Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within twenty (20) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In its declaration, Defense Counsel shall aver whether they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff’s Responsibilities. Fifteen (15) days before filing the Motion for Preliminary Approval, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA

1 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the
2 Administrator attaching its “not to exceed” bid for administering the Settlement and
3 attesting to its willingness to serve; competency; operative procedures for protecting
4 the security of Class Data; amounts of insurance coverage for any data breach,
5 defalcation of funds or other misfeasance; all facts relevant to any actual or
6 potential conflicts of interest with Class Members; and the nature and extent of any
7 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
8 declaration from Plaintiff confirming willingness and competency to serve and
9 disclosing all facts relevant to any actual or potential conflicts of interest with Class
10 Members, and/or the Administrator; (vi) a signed declaration from each Class
11 Counsel firm attesting to its competency to represent the Class Members; and its
12 timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice
13 (Lab. Code, § 2699.3, subd. (a))), Second Amended Complaint (Lab. Code, § 2699,
14 subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined
15 version of the Agreement showing all modifications made to the Los Angeles
16 Superior Court’s Model Agreement; and (viii) all facts relevant to any actual or
17 potential conflict of interest with Class Members and/or the Administrator. In their
18 declarations, Plaintiff and Class Counsel shall aver whether they are aware of any
19 other pending matter or action asserting claims that will be extinguished or
20 adversely affected by the Settlement.

21 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary
23 Approval no later than thirty (30) days after the full execution of this Agreement;
24 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
25 appearing in Court to advocate in favor of the Motion for Preliminary Approval.
26 Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
27 Administrator.
28

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns in a way acceptable to both Parties, if possible.

7. **SETTLEMENT ADMINISTRATION.**

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

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

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

7.4. Notice to Class Members:

7.4.1. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in strict confidence, use the Class

1 Data only for purposes of the Settlement and for no other purpose, and restrict
2 access to the Class Data to Administrator employees who need access to such
3 Class Data to effect and perform under the Settlement. Under no circumstances
4 will the Administrator provide any Class Data to Plaintiff/Class Representative,
5 Class Counsel, or any Class Member absent an order from the Court. Defendant
6 has a continuing duty to immediately notify Class Counsel if it discovers that the
7 Class Data omitted Class Member identifying information and to provide
8 corrected or updated Class Data to the Administrator as soon as reasonably
9 feasible. Without any extension of the deadline by which Defendant must send
10 the Class Data to the Administrator, the Parties, and their counsel will
11 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
12 any issues related to missing or omitted Class Data. No later than three (3)
13 business days after receipt of the Class Data, the Administrator shall notify Class
14 Counsel that the list has been received and state the number of Class Members,
15 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

16 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
17 fourteen (14) calendar days after receiving the Class Data, the Administrator will
18 send to all Class Members identified in the Class Data, via first-class USPS mail,
19 the Class Notice in English and Spanish, substantially in the form attached to this
20 Agreement as **Exhibit B**. The first page of the Class Notice shall prominently
21 estimate the dollar amounts of any Individual Class Payment and Individual
22 PAGA Payment (if applicable) payable to the Class Member and, and the number
23 of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
24 amounts. Before mailing the Class Notices, the Administrator shall update Class
25 Member addresses using the National Change of Address database.

26 7.4.3. No later than three (3) business days after the Administrator's receipt of any
27 Class Notice returned by the USPS as undelivered, the Administrator shall re-
28 mail the Class Notice using any forwarding address provided by USPS. If the

1 USPS does not provide a forwarding address, the Administrator shall conduct a
2 Class Member Address Search and re-mail the Class Notice to the most current
3 address obtained. The Administrator has no obligation to make further attempts
4 to locate or send the Class Notice to Class Members whose Class Notice is
5 returned by USPS a second time.

6 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks,
7 and Requests for Exclusion will be extended for Class Members whose notices
8 are re-mailed. Class Members to whom Class Notices are resent after having
9 been returned undeliverable to the Administrator shall have their deadline
10 extended an additional fourteen (14) calendar days beyond the Response
11 Deadline. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
14 by or otherwise discovers any persons who believe they should have been
15 included in the Class Data and should have received a Class Notice, the Parties
16 will expeditiously meet and confer in person or by telephone, and in good faith,
17 to agree on whether to include them as Class Members. If the Parties agree, such
18 person(s) will be Class Members entitled to the same rights as other Class
19 Members, and the Administrator will send, via email or overnight delivery, a
20 Class Notice requiring them to exercise options under this Agreement no later
21 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
22 in the Class Notice, which ever is later.

23 7.5. Request for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
25 Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than the Response Deadline. A Request for
27 Exclusion is a letter from a Class Member or the Class Member's representative
28 that reasonably communicates the Class Member's election to be excluded from

the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class

Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decision consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing

1 and copies of the Agreement, Motion for Preliminary Approval, the Preliminary
2 Approval, Class Notice, the Motion for Final Approval, the Final Approval, and
3 the Judgment. The Administrator will also maintain and monitor an email address
4 and toll-free telephone number to receive Class Member calls, faxes and emails.

5 7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their
7 validity. No later than five (5) days after the expiration of the deadline for
8 submitting Requests for Exclusion, the Administrator shall email a list to Class
9 Counsel and Defense Counsel containing: (a) the names of Class Members who
10 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the
11 names of Class Members who have submitted invalid Requests for Exclusion;
12 and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

13 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally the
15 number of Class Notices mailed or re-mailed, Class Notices returned
16 undelivered, Requests for Exclusion (whether valid or invalid) received,
17 objections received, challenges to Workweeks received and/or resolved, and
18 checks mailed for Individual Class Payments and Individual PAGA Payments
19 (“Weekly Report”). The Weekly Reports must include the Administrator’s
20 assessment of the validity of Requests for Exclusion and challenges to
21 Workweeks and attach copies of all Requests for Exclusion, challenges to
22 Workweeks, and objections received.

23 7.8.4. Administrator’s Declaration. No later than seven (7) business days after the
24 Response Deadline, the Administrator will provide Class Counsel and Defense
25 Counsel a signed declaration suitable for filing in Court attesting to its due
26 diligence and compliance with all of its obligations under this Agreement,
27 including, but not limited to, its mailing of the Class Notice, the Class Notices
28 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class

Members, the total number of Requests for Exclusion and challenge to Workweeks received (both valid or invalid), and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. The Administrator is required to reasonably cooperate with the Parties to preserve any and all information regarding the disbursements issued to Participating Class Members and Aggrieved Employees.

8. ESCALATOR CLAUSE

It is estimated that there are 250,000 Workweeks in the Class Period. If the actual number of Workweeks during the Class Period exceeds 250,000 by more than 10% (or 275,000 Workweeks), Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) in its unilateral discretion, if Defendant does not wish to pay the proportional increase in the Gross Settlement Amount, it may instead end the Class Period on the date that the total number of Workweeks reaches 275,000 so that the proportional escalation is not triggered. Defendant shall inform Class Counsel of its selection sixteen (16) court days before the Preliminary Approval Hearing. If Defendant exercises option (b), it shall be prepared to inform the Court of the Class Period end date at the Preliminary Approval Hearing.

1 **9. DEFENDANT’S RIGHT TO WITHDRAW:**

2 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 3% of the
3 total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement.
4 The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, and have no force or
5 effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
6 provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses
7 incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not
8 later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late
9 elections will have no effect.

10 **10. MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the
11 calendared Final Approval Hearing, Plaintiff will file a motion for final approval that includes a
12 request for approval of the PAGA settlement under Labor Code section 2699, subdivision (1), a
13 proposed Final Approval Order and a proposed Judgment (collectively, “Motion for Final Approval”).
14 Plaintiff shall provide drafts of these documents to Defense Counsel not later than fifteen (15) days
15 before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously
16 meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning
17 the Motion for Final Approval.

18 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in
20 Court no later than five (5) court days before the Final Approval Hearing, or as otherwise
21 ordered or accepted by the Court.

22 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the
24 scope of release to be granted by Class Members), the Parties will expeditiously work
25 together in good faith to address the Court’s concerns by revising the Agreement as
26 necessary to obtain Final Approval. The Court’s decision to award less than the amounts
27 requested for the Class Representative Service Payment, Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment, or Administration Expenses Payment shall

not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Agreement or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel, and all Participating Class Members who do 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 Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate 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 or the Gross Settlement Amount), this Agreement shall be null and void. The Parties may nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the

meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1. **No Admission of Liability.** 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 Second Amended Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Plaintiff must dismiss all class claims alleged in the Second Amended Complaint without prejudice, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). For the avoidance of doubt, to the extent the Settlement is not approved, the Parties retain all claims and defenses as they existed immediately prior to the agreement to a settlement in principle on November 5, 2025.

12.2. **Confidentiality Before Preliminary Approval.** Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, 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) to

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.

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

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. 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.

12.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement

1 Agreement and submitting supplemental evidence, and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the
3 form or content of any document necessary to implement the Settlement, or on any
4 modification of the Agreement that may become necessary to implement the Settlement,
5 the Parties will seek the assistance of a mediator or the Court for resolution.

6 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
8 or encumber to any person or entity any portion of any liability, claim, demand, action,
9 cause of action, or right released and discharged by the Party in this Settlement.

10 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
12 be relied upon as such within the meaning of United States Treasury Department
13 Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties
16 or their representatives, and approved by the Court.

17 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 12.11. Binding Agreement: The Parties warrant that they understand and have full authority to
20 enter into this Settlement, intend that this Agreement will be fully enforceable and
21 binding on all Parties (subject to preliminary and final approval being granted), and agree
22 that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
23 notwithstanding mediation confidentiality provisions that otherwise might apply under
24 federal or state law. Plaintiff, and not her representative(s), must personally execute this
25 Agreement. An authorized officer of Defendant must execute this Agreement on behalf
26 of Defendant. The Agreement shall become binding pursuant to C.C.P. Section 664.6.

27 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the laws of the State of California, without

1 regard to conflict of law principles.

2 12.13. Cooperation in Drafting. The Parties have cooperated in drafting and preparing this
3 Agreement. This Agreement will not be construed against any Party on the basis that the
4 Party was the drafter or participated in the drafting.

5 12.14. Confidentiality. To the extent permitted by law, all agreements made and orders entered
6 during the Action and in this Agreement relating to the confidentiality of information
7 shall survive the execution of this Agreement.

8 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
9 Evidence Code section 1152, and all copies and summaries of the Class Data and related
10 materials provided to Class Counsel by Defendant in connection with the mediations,
11 other settlement negotiations, or the Settlement, may be used only with respect to this
12 Settlement and for no other purpose, and may not be used in any way that violates any
13 existing contractual agreement, statute, or the California Rules of Court. Not later than
14 ninety (90) days after the date when the Court discharges the Administrator's obligation
15 to provide a declaration confirming the final pay out of all Settlement funds,
16 Plaintiff/Class Representative and Class Counsel shall destroy all paper and electronic
17 versions of any and all data and materials provided by Defendant pursuant to Evidence
18 Code section 1152 unless, before the Court's discharge of the Administrator's obligation,
19 Defendant makes a written request to Class Counsel for the return, rather than the
20 destructions, of such material.

21 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
22 inserted for convenience of reference only and does not constitute a part of this
23 Agreement.

24 12.17. Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall
25 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
26 a weekend or federal legal holiday, such date or deadline shall be on the first business
27 day thereafter.

28 12.18. All notices, demands or other communications between the Parties in connection with

1 this Agreement will be in writing and deemed to have been duly given as of the third
2 business day after mailing by United States mail, or the day sent by email or messenger,
3 addressed as follows::

4 To Plaintiff:

5 Kane Moon
6 kmoon@moonlawgroup.com
7 Moon Law Group, PC
8 725 S. Figueroa Street, 31st Floor
9 Los Angeles, California 90017
10 Telephone: (213) 232-3128
11 Facsimile: (213) 232-3125

12 To Defendant:

13 Rudolph G. Klapper
14 Venable LLP
15 2049 Century Park E., Suite 3400
16 Los Angeles, CA 90067-2904
17 rgklapper@venable.com
18 Tel: (310) 229-9900

19 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
20 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
21 Agreement shall be accepted as an original. All executed counterparts and each of them
22 will be deemed to be one and the same instrument if counsel for the Parties will
23 exchange between themselves signed counterparts. Any executed counterpart will be
24 admissible in evidence to prove the existence and contents of this Agreement.

25 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
27 further agree that upon the signing of this Agreement that pursuant to CCP section
28 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
entire period of this settlement process.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 3/20/2026

Signed by:
mone sanders
230FCEDE4AFB425...
By: _____
Plaintiff, Mone Yvette Sanders

Plaintiff's Counsel:

Dated: 3/20/2026

MOON LAW GROUP, P.C.
[Signature]
By: _____
Kane Moon

Attorneys for Plaintiff

Defendant:

Dated: March 27, 2026

EDWARD D. JONES & CO., L.P.
By: John J. Rehmann
Print Name

[Signature]
Signature

Principal and Senior Associate General Counsel
Title

Defendant's Counsel:

Dated: 3/27/2026, 2026

VENABLE LLP
By: Rudy G. Klapper
Rudy G. Klapper
Attorneys for Defendant

EXHIBIT A

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Attorneys for Plaintiff Mone Yvette Sanders

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

MONE YVETTE SANDERS, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

EDWARD D. JONES & CO., L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV31165

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiff Mone Yvette Sanders (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Edward D. Jones & Co., L.P., and
6 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
11 expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of herself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders, including by: (i) using a system of time rounding
6 in a manner that resulted, over a period of time, in failing to compensate
7 employees properly for all the time they actually worked; and (ii) failing to
8 pay employees at the correct California regular rate of pay they were
9 entitled to receive (including, without limitation, by failing to account for
10 non-discretionary bonuses appropriately in calculating the regular rate of
11 pay for overtime and sick pay);
- 12 (b) Failing to provide employees with timely and duty-free meal periods in
13 compliance with the California Labor Code and IWC Wage Orders, failing
14 to maintain accurate records of all meal periods taken or missed, and
15 failing to pay an additional hour's pay for each workday a meal period
16 violation occurred;
- 17 (c) Failing to authorize and permit employees to take timely and duty-free rest
18 periods in compliance with the California Labor Code and IWC Wage
19 Orders, and failing to pay an additional hour's pay for each workday a rest
20 period violation occurred;
- 21 (d) Failing to indemnify employees for necessary business expenses incurred;
- 22 (e) Willfully failing to pay employees all minimum wages, overtime wages,
23 meal period premium wages, and rest period premium wages due within
24 the time period specified by California law when employment terminates;
- 25 (f) Failing to maintain accurate records of the hours that employees worked;
26 and
27
28

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as an office administrator from approximately March 2020 to December 2020.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Edward D. Jones & Co., L.P. is:

- (a) A Missouri limited partnership with its principal place of business in Los Angeles, California.
- (b) A Business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer

1 of the putative Class and Aggrieved Employees. Edward D. Jones & Co.,
2 L.P. suffered and permitted Plaintiff, the Class, and the Aggrieved
3 Employees to work, and/or controlled their wages, hours, or working
4 conditions.

5 11. Plaintiff does not currently know the true names or capacities of the persons or
6 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
7 names. Each of the Doe Defendants was in some manner legally responsible for the damages
8 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
9 amend this complaint to set forth the true names and capacities of these Defendants when they
10 have been ascertained, together with appropriate charging allegations, as may be necessary.

11 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
12 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
13 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
14 the State of California.

15 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
16 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
17 the other employees described in the class and aggrieved employee definitions below, and
18 exercised control over their wages, hours, and working conditions. Plaintiff is informed and
19 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
20 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
21 corporation, successor in interest and/or predecessor in interest of some or all of the other
22 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
23 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
24 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes
25 and thereon alleges that each Defendant acted pursuant to and within the scope of the
26 relationships alleged above, that each Defendant knew or should have known about, and
27 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
28 Defendants.

1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 14. Plaintiff is a California resident who worked for Defendants in the County of Los
3 Angeles, State of California, as an office administrator, from approximately March 2020 to
4 December 2020. During the statutory period, Defendants classified Plaintiff as non-exempt from
5 California's overtime requirements, and paid Plaintiff an hourly wage.

6 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
7 worked (including minimum wages and overtime wages, including by: (i) using a system of time
8 rounding in a manner that resulted, over a period of time, in failing to compensate employees
9 properly for all the time they actually worked; and (ii) failing to pay employees at the correct
10 California regular rate of pay they were entitled to receive (including, without limitation, by
11 failing to account for non-discretionary bonuses appropriately in calculating the regular rate of
12 pay for overtime and sick pay), failed to provide Plaintiff with uninterrupted meal periods, failed
13 to authorize and permit Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff
14 for necessary business expenses, failed to timely pay all final wages to Plaintiff when Defendants
15 terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff.
16 As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

17 16. Throughout the statutory period, Defendants have wrongfully failed to provide
18 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
19 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
20 Employees to work in excess of five consecutive hours a day without providing 30-minute,
21 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
22 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not
23 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
24 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal
25 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
26 tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
27 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.
28

1 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
3 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
4 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
5 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
6 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
7 the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also
8 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take
9 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
10 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
11 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
12 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
13 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
14 maintain accurate records of employee work periods, and therefore Defendants cannot
15 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
16 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
17 and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance
18 with California law.

19 18. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
20 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
21 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
22 Aggrieved Employees were required to use their own cellular telephones for work-related
23 purposes, including during remote-work at home, without reimbursement. Plaintiff, the Class,
24 and the Aggrieved Employees were also required to use their own personal computers during
25 remote-work and work from home, as well as personal internet usage, without full
26 reimbursement of either.

27 19. Throughout the statutory period, Defendants willfully failed and refused to timely
28 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all

1 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
2 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
3 Employees their final paychecks immediately upon termination.

4 20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
5 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
6 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
7 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
8 were not provided in accordance with California law, correct wages for rest periods that were not
9 authorized and permitted to take in accordance with California law, and Defendant's address).
10 Further, the wage statements do not show Defendant's address as required by California law. As
11 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered
12 injury because, among other things:

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum wages, overtime wages, meal period premium wages, and rest
15 period premium wages to which they were entitled, even though they were
16 entitled, including by: (i) using a system of time rounding in a manner that
17 resulted, over a period of time, in failing to compensate employees
18 properly for all the time they actually worked; and (ii) failing to pay
19 employees at the correct California regular rate of pay they were entitled to
20 receive (including, without limitation, by failing to account for non-
21 discretionary bonuses appropriately in calculating the regular rate of pay
22 for overtime and sick pay);
- 23 (b) the violations led them to believe that they had been paid the minimum,
24 overtime, sick pay, meal period premium, and rest period premium wages,
25 even though they had not been;
- 26 (c) the violations led them to believe they were not entitled to be paid
27 minimum, overtime, sick pay, meal period premium, and rest period
28 premium wages at the correct California rate even though they were;

- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 sick pay, meal period premium, and rest period premium wages at the
3 correct California rate even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, sick pay, meal period premium, and rest period premium owed to
6 them;
- 7 (f) in connection with their employment before and during this action, and in
8 connection with prosecuting this action, the violations caused them to have
9 to perform mathematical computations to determine the amounts of wages
10 owed to them, computations they would not have to make if the wage
11 statements contained the required accurate information;
- 12 (g) by understating the wages truly due them, the violations caused them to
13 lose entitlement and/or accrual of the full amount of Social Security,
14 disability, unemployment, and other governmental benefits;
- 15 (h) the wage statements inaccurately understated the wages, hours, and wages
16 rates to which Plaintiff, the Class, and the Aggrieved Employees were
17 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
18 less than the wages and wage rates to which they were entitled.

19 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
20 226(e), including actual damages.

21 **CLASS ACTION ALLEGATIONS**

22 21. Plaintiff brings certain claims individually, as well as on behalf of each and all
23 other persons similarly situated, and thus, seeks class certification under California Code of Civil
24 Procedure § 382.

25 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
26 authorized by California law.

27 23. The proposed Class consists of and is defined as:
28

1 All persons who worked for any Defendant in California as an hourly, non-
2 exempt employee at any time during the period beginning November 5, 2020
3 and ending January 5, 2026.

4 24. At all material times, Plaintiff was a member of the Class.

5 25. Plaintiff undertakes this concerted activity to improve the wages and working
6 conditions of all Class Members.

7 26. There is a well-defined community of interest in the litigation and the Class is
8 readily ascertainable:

9 (a) Numerosity: The members of the Class (and each subclass, if any) are so
10 numerous that joinder of all members would be unfeasible and impractical.
11 The membership of the entire Class is unknown to Plaintiff at this time,
12 however, the Class is estimated to be greater than 100 individuals and the
13 identity of such membership is readily ascertainable by inspection of
14 Defendants' records.

15 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of each Class Member with whom there is a shared, well-
17 defined community of interest, and Plaintiff's claims (or defenses, if any)
18 are typical of all Class Members' claims as demonstrated herein.

19 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
20 the interests of each Class Member with whom there is a shared, well-
21 defined community of interest and typicality of claims, as demonstrated
22 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
23 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
24 the rules governing class action discovery, certification, and settlement.
25 Plaintiff has incurred, and throughout the duration of this action, will
26 continue to incur costs and attorneys' fees that have been, are, and will be
27 necessarily expended for the prosecution of this action for the substantial
28 benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages, including by: (i) using a system of time rounding in a manner that resulted, over a period of time, in failing to compensate employees properly for all the time they actually worked; and

(ii) failing to pay employees at the correct California regular rate of pay they were entitled to receive (including, without limitation, by failing to account for non-discretionary bonuses appropriately in calculating the regular rate of pay for overtime and sick pay);

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

(f) Failed to reimburse Class Members for all necessary business expenses; and

(g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and

equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

29. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

1 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through 20 in this Complaint.

3 31. “Hours worked” is the time during which an employee is subject to the control of
4 an employer, and includes all the time the employee is suffered or permitted to work, whether or
5 not required to do so.

6 32. At all relevant times herein mentioned, Defendants knowingly failed to pay to
7 Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked,
8 including by: (i) using a system of time rounding in a manner that resulted, over a period of time,
9 in failing to compensate employees properly for all the time they actually worked; and (ii) failing
10 to pay employees at the correct California regular rate of pay they were entitled to receive
11 (including, without limitation, by failing to account for non-discretionary bonuses appropriately
12 in calculating the regular rate of pay for overtime and sick pay). By their failure to pay
13 compensation for each hour worked as alleged above, Defendants willfully violated the
14 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
15 Orders, which require such compensation to non-exempt employees.

16 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
17 non-overtime hours worked for Defendants.

18 34. By and through the conduct described above, Plaintiff, the Class, and the
19 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
20 their employment with Defendants.

21 35. By virtue of the Defendants’ unlawful failure to pay additional compensation to
22 Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without
23 pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
24 damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved
25 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
26 ascertained according to proof at trial.

36. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

38. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

40. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

41. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

42. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

43. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have worked more than eight hours in a workday, as employees of Defendants.

44. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff, the Class, and the Aggrieved Employees are regularly required to work overtime hours.

45. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

46. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff, the Class, and the Aggrieved Employees.

47. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

48. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

1 50. Under California law, Defendants have an affirmative obligation to relieve the
2 Plaintiff, the Class, and the Aggrieved Employees of all duty in order to take their first daily
3 meal periods no later than the start of Plaintiff, the Class, and the Aggrieved Employees' sixth
4 hour of work in a workday, and to take their second meal periods no later than the start of the
5 eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11
6 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least
7 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California
8 Labor Code for an employer to require any employee to work during any meal period mandated
9 under any Wage Order.

10 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff,
11 the Class, and the Aggrieved Employees with both meal periods as required by California law.
12 By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged
13 above (or due to the fact that Defendants made it impossible or impracticable to take these
14 uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the
15 California Labor Code and the applicable Wage Orders.

16 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of
17 additional wages for each workday he or she was not provided with all required meal period(s),
18 plus interest thereon.

19 **FOURTH CAUSE OF ACTION**

20 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

21 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
22 paragraphs 1 through 20 in this Complaint.

23 54. Defendants are required by California law to authorize and permit breaks of 10
24 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
25 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
26 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
27 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
28 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so

1 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
2 the California Labor Code for an employer to require any employee to work during any rest
3 period mandated under any Wage Order.

4 55. Despite these legal requirements, Defendants failed to authorize Plaintiff, the
5 Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees
6 worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff, the
7 Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that
8 Defendants made it impossible or impracticable to take these uninterrupted rest periods),
9 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
10 the applicable Wage Orders.

11 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of
12 premium wages rate for each workday he or she was not provided with all required rest break(s),
13 plus interest thereon.

14 **FIFTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

16 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 20 in this Complaint.

18 58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
19 failing to pay and indemnify the Plaintiff, the Class, and the Aggrieved Employees for their
20 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
21 or of their obedience to directions of Defendants.

22 59. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at
23 least in the amounts of the expenses they paid, or which were deducted by Defendants from their
24 wages.

25 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
26 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
27 2802(b).
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SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

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7
8 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 20 in this Complaint.

10 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
11 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
12 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
13 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
14 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or her wages at the time of quitting.

16 63. Within the applicable statute of limitations, the employment of Plaintiff and many
17 other members of the Class and the Aggrieved Employees ended, i.e. was terminated by quitting
18 or discharge, and the employment of others will be. However, during the relevant time period,
19 Defendants failed, and continue to fail to pay terminated Class Members and Aggrieved
20 Employees, without abatement, all wages required to be paid by California Labor Code sections
21 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
22 Defendants' employ.

23 64. Defendants' failure to pay Plaintiff and those Class members and Aggrieved
24 Employees who are no longer employed by Defendants their wages earned and unpaid at the time
25 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in
26 violation of California Labor Code §§ 201 and 202.

27 65. California Labor Code § 203 provides that if an employer willfully fails to pay
28 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 66. Plaintiff and the Class are entitled to recover from Defendants their additionally
4 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
5 maximum pursuant to California Labor Code § 203.

6 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
7 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
8 incurred in this action.

9 **SEVENTH CAUSE OF ACTION**

10 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 11 **Compliant Wage Records)**

12 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this Complaint.

14 69. At all material times set forth herein, California Labor Code § 226(a) provides that
15 every employer shall furnish each of his or her employees an accurate itemized wage statement
16 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
17 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
18 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
19 on written orders of the employee may be aggregated and shown as one item, (5) net wages
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and the last four digits of his or her social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee.

25 70. Defendants have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the
27 failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved
28 Employees, the failure to list the true "total hours worked by the employee," and the failure to

list the true net wages earned.

71. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

72. Specifically, Plaintiff, the Class, and the Aggrieved Employees have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

73. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

74. Plaintiff and the Class are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

77. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

78. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, the Aggrieved Employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the

1 meaning of Code of Civil Procedure § 1021.5.

2 79. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code §§ 17200, *et seq.*

5 80. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code, are unlawful and in violation of
8 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
9 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
10 California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Pay Minimum Wages**

12 81. Defendants' failure to pay minimum wages, and other benefits in violation of the
13 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
14 Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Pay Overtime Wages**

16 82. Defendants' failure to pay overtime compensation and other benefits in violation
17 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
18 prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Maintain Accurate Records of All Hours Worked**

20 83. Defendants' failure to maintain accurate records of all hours worked in accordance
21 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Provide Meal Periods**

24 84. Defendants' failure to provide meal periods in accordance with California Labor
25 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
26 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

27 **Failure to Authorize and Permit Rest Periods**

28 85. Defendants' failure to authorize and permit rest periods in accordance with

1 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
2 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

3 **Failure to Indemnify Necessary Business Expenses**

4 86. Defendants' failure to indemnify employees for necessary business expenses in
5 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
6 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
7 17200, *et seq.*

8 **Failure to Provide Accurate Itemized Wage Statements**

9 87. Defendants' failure to provide accurate itemized wage statements in accordance
10 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 88. By and through their unfair, unlawful and/or fraudulent business practices
13 described herein, the Defendants, have obtained valuable property, money and services from
14 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
15 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

16 89. Plaintiff, the Class, and the Aggrieved Employees suffered monetary injury as a
17 direct result of Defendants' wrongful conduct.

18 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
19 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
20 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
21 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
22 the Class are not obligated to establish individual knowledge of the wrongful practices of
23 Defendants in order to recover restitution.

24 91. Plaintiff, individually, and on behalf of members of the putative class, are further
25 entitled to and do seek a declaration that the above described business practices are unfair,
26 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
27 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
28 practices in the future.

1 92. Plaintiff, individually, and on behalf of members of the putative class, have no
2 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
3 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
4 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
5 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
6 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
7 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

8 93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
9 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
10 withholdings.

11 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
12 and putative Class Members are entitled to restitution of the wages withheld and retained by
13 Defendants during a period that commences four years prior to the filing of this complaint; a
14 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
15 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
16 1021.5 and other applicable laws; and an award of costs.

17 **NINTH CAUSE OF ACTION**

18 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 19 **2004, Cal. Lab. Code § 2698 et seq.)**

20 95. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20, and Causes of Action One through Eight, as alleged in this Complaint.

22 96. At all times herein mentioned, Defendants were subject to the Labor Code of the
23 State of California and the applicable Industrial Welfare Commission Orders.

24 97. California Labor Code § 2699(a) specifically provides for a private right of action
25 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
26 law, any provision of this code that provides for a civil penalty to be assessed and collected by
27 the Labor and Workforce Development Agency or any of its departments, divisions,
28 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,

1 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
2 herself and other current or former employees pursuant to the procedures specified in Section
3 2699.3.”

4 98. Plaintiff has exhausted her administrative remedies pursuant to California Labor
5 Code § 2699.3. On August 18, 2021, she gave written notice by online filing to the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions
7 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
8 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
9 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-841913-21.

10 99. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
11 Workforce Development Agency has not indicated that it intends to investigate Defendants’
12 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
13 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
14 the Labor Code described in this Complaint. These penalties include, but are not limited to,
15 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

16 100. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
17 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
18 employing labor who willfully fails to maintain accurate and complete records required by
19 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
20 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
21 begins and ends each work period. Meal periods, and total hours worked daily shall also be
22 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
23 keep total hours worked in the payroll period and applicable rates of pay.

24 101. During the time period of employment for Plaintiff and the Aggrieved Employees,
25 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
26 maintain accurate records showing meal periods. Defendants’ failure to provide and maintain
27 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
28 Employees the ability to know, understand and question the accuracy and frequency of meal

1 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
2 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
3 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
4 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
5 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
6 under state law, all to their respective damage in amounts according to proof at trial. Because of
7 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
8 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
9 from knowing, understanding, and disputing the wage payments paid to them.

10 102. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
11 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees
12 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
13 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

14 103. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
15 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
16 any action shall be entitled to an award of reasonable attorney's fees and costs."

17 **PRAYER FOR RELIEF**

18 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
19 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
20 follows:

21 **Class Certification**

- 22 1. That this action be certified as a class action with respect to the First, Second,
23 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
24 2. That Plaintiff be appointed as the representative of the Class; and
25 3. That counsel for Plaintiff be appointed as Class Counsel.

26 **As to the First Cause of Action**

- 27 4. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all

1 minimum wages due;

2 5. For general unpaid wages as may be appropriate;

3 6. For pre-judgment interest on any unpaid compensation commencing from the date
4 such amounts were due;

5 7. For liquidated damages;

6 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
7 California Labor Code § 1194(a); and,

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

9 As to the Second Cause of Action

10 10. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
12 overtime wages due;

13 11. For general unpaid wages at overtime wage rates as may be appropriate;

14 12. For pre-judgment interest on any unpaid overtime compensation commencing
15 from the date such amounts were due;

16 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
17 California Labor Code § 1194(a); and,

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

19 As to the Third Cause of Action

20 15. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

22 16. For unpaid meal period premium wages as may be appropriate;

23 17. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;

25 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
26 and for costs of suit incurred herein; and

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

28 As to the Fourth Cause of Action

1 20. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

3 21. For unpaid rest period premium wages as may be appropriate;

4 22. For pre-judgment interest on any unpaid compensation commencing from the date
5 such amounts were due;

6 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
7 and for costs of suit incurred herein; and

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

9 As to the Fifth Cause of Action

10 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
11 2802 and the IWC Wage Orders;

12 26. For general unpaid wages and reimbursement of business expenses as may be
13 appropriate;

14 27. For pre-judgment interest on any unpaid compensation commencing from the date
15 such amounts were due;

16 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

18 As to the Sixth Cause of Action

19 30. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
21 termination of the employment;

22 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
23 employees who have left Defendants' employ;

24 32. For pre-judgment interest on any unpaid wages from the date such amounts were
25 due;

26 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

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4 As to the Seventh Cause of Action

5 35. That the Court declare, adjudge and decree that Defendants violated the record
6 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
7 willfully failed to provide accurate itemized wage statements thereto;

8 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

9 37. For injunctive relief to ensure compliance with this section, pursuant to California
10 Labor Code § 226(h);

11 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

13 As to the Eighth Cause of Action

14 40. That the Court declare, adjudge and decree that Defendants violated California
15 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
16 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
17 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
18 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
19 statements, and failing to indemnify necessary business expenses;

20 41. For restitution of unpaid wages to Plaintiff and all Class Members and
21 prejudgment interest from the day such amounts were due and payable;

22 42. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

25 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure § 1021.5;

27 44. For injunctive relief to ensure compliance with this section, pursuant to California
28 Business & Professions Code §§ 17200, *et seq.*; and,

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

1 As to the Ninth Cause of Action

2 46. That the Court declare, adjudge and decree that Defendants violated the California
3 Labor Code by failing to pay all wages owed, including overtime and sick pay, failure to provide
4 meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit
5 rest periods, failing to pay final wages at termination, and failing to furnish accurate wage
6 statements;

7 47. For all actual, consequential and incidental losses and damages, according to proof;

8 48. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
9 other applicable Labor Code provisions;

10 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Labor Code § 2699; and,

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

13 As to all Causes of Action

14 51. For any additional relief that the Court deems just and proper.

15
16 Dated: March 24, 2026

Respectfully submitted,

17 **MOON LAW GROUP, PC**

18
19 By: _____
20 Kane Moon
21 Allen Feghali
22 S. Phillip Song
23 Stanley J. Park
24 Attorneys for Plaintiff

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff demands a trial by jury as to all causes of action triable by jury.

27 Dated: March 24, 2026

MOON LAW GROUP, PC

28 By: _____
Kane Moon
Allen Feghali

S. Phillip Song
Stanley J. Park

Attorneys for Plaintiff

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EXHIBIT B

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

Mone Yvette Sanders v. Edward D. Jones & Co., L.P., Case No. 21STCV31165

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Edward D. Jones & Co., L.P. (“Edward Jones”) for alleged wage and hour violations. The Action was filed by former Edward Jones employee Mone Yvette Sanders (“Plaintiff”) and seeks payment of (1) back wages, damages and penalties for a class consisting of all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in California (“Class Members”) who worked for Edward Jones during the Class Period (November 5, 2020 to January 5, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in California who worked for Edward Jones during the PAGA Period (August 18, 2020 to January 5, 2026) (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring Edward Jones to fund individual class payments, and (2) a PAGA settlement requiring Edward Jones to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Edward Jones’ records, and the parties’ current assumptions, **your individual class payment is estimated to be \$_____ (less withholding) and your individual PAGA payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Edward Jones’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval of the proposed settlement. Your legal rights are affected whether you act or not. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys, Moon Law Group, P.C. (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Edward Jones to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Edward Jones.

If you worked for Edward Jones during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

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

Edward Jones will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Edward Jones that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. Edward Jones must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.

Written Objections Must be Submitted by _____	You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the _____ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Edward Jones' records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Edward Jones. The Action filed on August 20, 2021, alleges that Edward Jones: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all wages due at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices. Based on the same claims, Plaintiff filed a First Amended Complaint asserting a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.), and, for purposes of settlement, filed a Second Amended Complaint that clarified the dates of the Class Period and the PAGA Period as well as the allegations upon which the claims in the Action were based. Plaintiff is represented by attorneys in the Action: Moon Law Group, P.C.

Edward Jones strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. No finding or determination that Edward Jones violated any laws or regulations has been made.

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

The Court has made no determination whether Edward Jones or Plaintiff is correct on the merits. In the meantime, Plaintiff and Edward Jones hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the

expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Edward Jones have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Edward Jones does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Edward Jones has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Edward Jones Will Pay \$1,700,000 as the Gross Settlement Amount ("Gross Settlement"). Edward Jones has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and litigation expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Edward Jones will fund the Gross Settlement not more than 30 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

1. Up to \$566,666.67 [33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$80,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Up to \$10,000 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any individual PAGA payment.

3. Up to \$35,000 to the Administrator for services administering the settlement.

4. Up to \$100,000 for PAGA penalties, allocated 75% (\$75,000) to the LWDA and 25% (\$25,000) to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement

(the “Net Settlement”) by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Edward Jones are asking the Court to approve an allocation of 20% of each individual class payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Edward Jones will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are not treated as wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than 60 days after mailing of this notice, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the response deadline. The request for exclusion should be a letter from the Class Member or Class Member’s representative setting forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Edward Jones.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Edward Jones based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Edward Jones have agreed that, in either case, the settlement will be void, Edward Jones will not pay any money, and Class Members will not release any claims against Edward Jones.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator’s contact information is contained in Section IX of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Edward Jones has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Edward Jones or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

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

All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Second Amended Complaint that are alleged to have occurred during the Class Period, including, failure to pay minimum wages, failure to pay overtime compensation (including but not limited to claims of rounding, off-the-clock work, and incorrect regular rate calculations), failure to pay sick leave at the correct rate, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all wages due upon termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation or claims based on events occurring outside the Class Period.

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

The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees (regardless of whether they are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their respect former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Second Amended Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including, but not limited to, compensation (including but not limited to claims of rounding, off-the-clock work, and incorrect regular rate calculations), failure to pay sick leave at the correct rate, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all wages due upon termination, and failure to provide accurate itemized wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$25,000 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Edward Jones' records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Mone Yvette Sanders v. Edward D. Jones & Co., L.P.*, Case No. 21STCV31165, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Edward Jones are asking the Court to approve. At least 16 court days before the final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Mone Yvette Sanders v. Edward D. Jones & Co., L.P.*, Case No. 21STCV31165, and include your name, current address, telephone number and approximate

dates of employment for Edward Jones and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at ____ (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

9. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Edward Jones and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to _____ (specify entity) website at ____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) [confirm] and entering the Case Number for the Action, Case No. 21STCV31165. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Name of Attorney: Kane Moon, Esq.; Stanley Park, Esq.

Email Address: kmoon@moonlawgroup.com; spark@moonlawgroup.com

Name of Firm: Moon Law Group, PC

Mailing Address: 725 S. Figueroa Street, Suite 3100

Telephone: (213) 232-3128

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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