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

REYNA SELENE GARATE RAMIREZ ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

NORTHSIDE IMPORTS, INC.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 23STCV22697

*[Assigned for all purposes to The
Hon. Stuart M. Rice, Department 1]*

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed with Notice of Motion and Motion for
Approval of Class Action and PAGA Settlement,
the Declaration of Victor Javier Medina Rosas,
Declaration of Sean Hartranft, and [Proposed]
Order and Judgment Granting Plaintiff's Motion
to Approve Settlement]*

PRELIMINARY APPROVAL HEARING

Date: September 17, 2025

Time: 10:30 AM

Dept.: 1

Action Filed: September 19, 2023

PAGA Notice Filed: September 9, 2023

Trial Date: None Yet

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Reyna Selene Garate Ramirez (“Plaintiff”) and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

3. Plaintiff moves the Court for preliminary approval of the Class and Representative Action Settlement Agreement (“Settlement Agreement”) between Plaintiff and Defendant Northside Imports, Inc., (“Defendant” and together with Plaintiff, the “Parties”). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. The Settlement, which was reached after extensive discovery and analysis, and an arm’s-length mediation, satisfies the criteria for settlement approval under California Law and provides substantial monetary payments to approximately 229 class members. Plaintiff further moves the Court for Certification of the putative Class and approval of the proposed Class Notice.

4. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of non-exempt employees who work or worked for Defendant in California during the period from September 19, 2019 until January 31, 2025.

5. Defendant is a nationwide leading importer and distributor of European auto parts. Defendant operates several warehouse locations in California, including in Los Angeles and San Diego. Defendant has employed Plaintiff and other putative Class Members in California during the relevant period. Plaintiff worked for Defendant in California as both a delivery driver and dispatcher from approximately July, 2021 to July, 2023. Plaintiff was classified as non-exempt and paid on an hourly basis during the entirety of her employment. Plaintiff contends both she and her coworkers were subjected to the same unlawful labor practices, including failure to pay minimum wages for all hours worked.

1 6. Plaintiff's claim for unpaid wages stems from allegations that Defendant: (1) required
2 Plaintiff to work off-the-clock and uncompensated, including requiring Plaintiff to work off-the-clock
3 and uncompensated, for example, by requiring employees to clock in on a single clock-in machine.
4 Plaintiff and PCMs regularly waited in line prior to the start of their shifts in order for each employee
5 to conduct a timely clock-in. Moreover, as a driver, Plaintiff worked off-the-clock post-shift to
6 complete paperwork. Plaintiff and PCMs were not compensated for this time.; (2) paid additional
7 remunerations that were not incorporated into the regular rate of pay for purposes of paying overtime,
8 meal premiums, or sick pay; (3) wrongfully failed to provide legally compliant meal and rest periods
9 with extensive late, missed, or short meal breaks. Defendants also clocked-out employees for meal and
10 rest breaks even while requiring them or otherwise knowingly permitting them to work during their
11 breaks. Breaks were marked as full whether Plaintiff and the Class was able to take a meal break and
12 clock out or not and whether they took less than or more than thirty (30) minutes, which additionally
13 demonstrates a systemic and automatic rounding of employee time rather than accurately recording
14 actual time worked, failing to keep adequate records or policies to verify that Plaintiff and the Class
15 were taking their meal and rest periods(4) wrongfully required Plaintiff and the Class to incur expenses
16 in direct discharge of their duties without reimbursement, such as the use of Plaintiff and the Class'
17 personal cellphones to communicate with managers and employees in different departments as well as
18 for GPS purposes; and (5) failed to properly incorporate non-discretionary incentive pay and bonuses
19 into the calculation of the regular rate of pay. Further, Plaintiff also bring derivative claims for waiting
20 time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

21 7. On or about September 19, 2023, Plaintiff Reyna Selene Garate Ramirez ("Plaintiff") filed the
22 instant class action, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to
23 pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks,
24 (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7)
25 failed to provide accurate and itemized wage statements, and (8) engaged in unfair business practices.

1 8. On or about September 9, 2023, Plaintiff filed a claim with the Labor and Workforce
2 Development Agency (“LWDA”) as a prerequisite to adding a cause of action for penalties pursuant to the
3 California Labor Code Private Attorneys General Act, Labor Code § 2698, et seq. Plaintiff’s administrative
4 exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged
5 violations. A true and correct copy of the letter filed with the LWDA and sent to Defendant is attached
6 hereto as **Exhibit 2**.

7 9. On or about August 22, 2025, in compliance with Labor Code section 2699, subdivision (l)(2),
8 Class Counsel submitted to the LWDA a notice of settlement and a copy of the Parties’ proposed Settlement
9 Agreement. A true and correct copy of the LWDA’s email confirming receipt thereof is attached hereto as
10 **Exhibit 3**.

11 10. On or about January 31, 2024, Plaintiff filed the First Amended Class and Representative
12 Action Complaint (“FAC”). The FAC adds a cause of action for (“FAC”) to add an additional cause of
13 action for Civil Penalties Under the Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code S
14 2699, et seq.).

15 11. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
16 Specifically, Defendant contends (1) it provided the Class with all meal periods according to law; (2) it
17 provided the Class with all rest periods according to law; (3) it did not fail to pay the Class the minimum
18 wage; (4) it did not require or permit the Class to work off-the-clock, and paid the Class the overtime
19 compensation to which they were entitled; (5) it did not require the Class to incur any business-related
20 expenses; (6) it provided the Class with accurate itemized wage statements, consistent with Labor Code
21 section 226; (7) it did not fail to timely pay the Class wages due and owing upon separation; (8) it did not
22 violate Business & Professions Code sections 17200, *et seq.*; and, (9) Defendant is not liable for damages,
23 including unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys’ fees, or costs of
24 litigation to the Class. To the extent Plaintiff received wage statements that were allegedly inaccurate,
25 Defendant asserts Plaintiff suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways,*
26 *Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must
27 adequately plead an injury arising from an employer’s failure to provide full and accurate wage statements,

1 and the omission of the required information alone is not sufficient.”].) For these reasons, Defendant claims
2 that it did not engage in any unfair business practices and denies liability under PAGA. Defendant also
3 maintains the claims are improper for class treatment, in part, due to the individualized and testimony-
4 intensive nature of the wage claims that could bar class certification or significantly reduce Defendant’s
5 overall liability.

6 12. To the best of my knowledge, I am not aware of any individual, representative, or class
7 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted
8 in this action on behalf of a class or group of individuals who would also be members of the putative
9 Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of
10 the LWDA’s PAGA Case Search website, this Court’s case search website, and other information
11 reasonably available online. Additionally, Defendant has not indicated there is any related case
12 pending. As such, I am unable to name any case, the nature of any claims asserted in such case, or the
13 definition of a class of parties on whose behalf any action was brought that would overlap with the
14 putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by
15 approval of this Settlement.

16 DISCOVERY AND INVESTIGATION

17 13. Following the filing of the complaint, the Parties met and conferred regarding an agreement to
18 mediate the claims. The Parties agreed to mediate the instant action, on October 24, 2024 before Michael
19 Ludwig, Esq. and further agreed to a protocol for an informal exchange of documents and information
20 before the mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery,
21 voluminous documents and data that was necessary and helpful to evaluate the claims asserted in this action.
22 Defendant produced written policies regarding Defendant’s employment of Class Members as well as a
23 sample of time and payroll records for Class Members, as well as information regarding the total number
24 of current and former employees for the relevant time period which were reviewed, investigated, and
25 analyzed by Class Counsel.

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1 14. In preparation for mediation, Class Counsel reviewed and analyzed all the information and
2 documents Defendant had provided. Class Counsel retained a statistics expert to analyze the sample records
3 produced and prepare a damage analysis prior to mediation. The sample of time and pay records allowed
4 Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive
5 factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses
6 asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class
7 certification, success on the merits, and Defendant's maximum and risk-adjusted monetary exposure for all
8 claims. Thus, Plaintiff's and Class Counsel's familiarity with the facts of the case and the legal issues raised
9 by the pleadings allowed them to act intelligently in negotiating the Settlement Agreement.

10 SETTLEMENT NEGOTIATIONS

11 15. On October 24, 2024 the Parties participated in a full day of private mediation before
12 Michael Ludwig, Esq. an experienced, professional, neutral, class action mediator. The settlement
13 negotiations were at arm's length and, although conducted in a professional manner, were adversarial.
14 The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but
15 each side was also prepared to litigate their position through trial and appeal if a settlement had not been
16 reached. After extensive negotiations and discussions regarding the strengths and weaknesses of
17 Plaintiff's claims and Defendant's defenses, the Parties were unable to reach a settlement during the
18 mediation. Parties agreed to meet for a second mediation session on January 3, 2025. During this session,
19 the Parties were able to reach a settlement during the mediation, the material terms of which are
20 encompassed within the Settlement Agreement.

21 16. No claim form is required in order for Settlement Class Members and/or Aggrieved Employees
22 to receive payments. (*See generally* **Exhibit 1.**) Each Class Member who does not opt-out will be entitled
23 to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of
24 workweeks during which the Class Member worked for Defendant during the Class Period. (*Id.* at ¶ 3.2.4.)
25 Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the PAGA Payment
26 Share that is directly proportional to the number of pay periods during which the Aggrieved Employee
27 worked for Defendant during the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

17. The Settlement Agreement provides Defendant will not oppose a fee application of up to \$100,000.00 or one-third (1/3) of the Gross Settlement Amount, for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed \$25,000.00. (*Id.* at ¶ 3.2.2.) At this time, my firm has incurred \$13,504.67 in costs. A true and correct copy of these litigation costs to date is attached hereto as **Exhibit 4**. In the event the amounts of costs and/or fees approved by the Court are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*)

18. The Settlement Agreement includes a Class Representative Service Payment, subject to the Court's approval, in addition to the amount Plaintiff is eligible to receive as a Class Member, in an amount up to \$10,000.00 from the Gross Settlement Amount. (*Id.* at ¶ 3.2.1.) This enhancement award compensates Plaintiff for her time and effort, as well as her exposure to substantial risk, in bringing and presenting the action, and for her general release of claims, both known and unknown, and waiver of Section 1542 rights. (*Id.* at ¶¶ 5.1, 5.1.1.) In the event that the amounts of the service award approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*See id.* at ¶ 3.2.1.)

19. The Parties jointly agree to appoint Apex Class Action Administration as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the Administrator will be paid a Settlement Administrator Payment from the Gross Settlement Amount in an amount estimated not to exceed \$7,000.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) A true and correct copy of the bid as provided by Apex Class Action Administration is attached hereto as **Exhibit 5**.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

20. Class Counsel conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement Agreement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits (including that the individualized and testimony-intensive nature of the wage claims could bar class certification or significantly reduce Defendant's overall liability), the Settlement Agreement is in the best interests of Class Members.

21. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information provided by Plaintiff, Class Counsel evaluated and estimated Defendant's maximum and realistic exposure. According to the data Defendant provided during the mediation, during the Class Period, there were an estimated 229 Class Members, approximately 13,000 workweeks, and a weighted average hourly regular rate of pay of \$18.86. Additionally, Defendant's payroll data showed there were an estimated 163 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and an estimated showed a total of 150 employees who worked a total of 7,345 pay periods falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties.

Accordingly, I calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
Unpaid Wages due to Off-the-Clock Work	13,000 workweeks	\$18.86 average hourly rate	15,730 hours (assumes 15 minutes per shift)	\$29,666.78*
Meal Period Premiums	13,000 workweeks	\$18.86 average hourly rate	Estimated one to three violations per week	\$98,072.00**
Rest Period Premiums	13,000 workweeks	\$18.86 average hourly rate	Estimated one to three violations per week	\$98,072.00**
Labor Code § 203	Based on approx. 64 terminated class members within the 3-year SOL	\$18.86 average hourly rate	Violation rate based on an average of 7.6 hours/day over 30 day statutory max.	\$55,021.02**
Labor Code § 226	Based on approx. 182 class members within the 1-year SOL	\$50/\$100 per initial pay period/\$4,000 employee max.	Based on 7,345 pay periods within the 1-year SOL	\$145,600.00**

PAGA	Based on approx. 182 employees within the 1-year SOL	\$100 per pay period	Based on 3,616 pay periods within the 1-year SOL	\$72,320.00**
Total				\$498,751.80
* These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 20% probability of prevailing at class certification and on the merits. ¹				

22. As discussed above, Plaintiff's unpaid wage claim is due, in part, to allegations of uncompensated off-the-clock work as a result of Class Members having to clock in on a single clock-in machine. Plaintiff and PCMs regularly waited in line prior to the start of their shifts in order for each employee to conduct a timely clock-in. Moreover, as a driver, Plaintiff and Class Members worked off-the-clock post-shift to complete paperwork.. Based on information from Plaintiff, I assumed, for purposes of mediation, that each Class Member performed at least 15 minutes of off-the-clock work per shift at an average of 4.9 shifts each workweek (61,480) and thereby arrived at Defendant's maximum potential exposure of \$296,667.80. However, Defendant argues employee timesheets accurately reflect work hours, that employees were compensated for all hours worked, and that Defendants did not require or permit the Class to work off the clock. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any off-the-clock time and resulting damages, especially with Plaintiff's unique job duties. The number of Class Members with similar job duties to Plaintiff was limited. Although I believe there is merit to the off-the-clock claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to off-the-clock work. Therefore, after I applied a 90 % discount accordingly, **I arrived at a realistic damage estimate of \$29,666.78 for the off-the-clock claim.**

¹ A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

23. As discussed above, Plaintiff's meal period claim is based on allegations that Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Employees frequently did not clock-in or out resulting in no accurate method to record meal breaks. Additionally, when working as a driver, Plaintiff and similar employees would work through meal breaks and not take later make-up meal breaks because Plaintiff and similar employees were required to be at a certain destination by a specific time. Additionally, when working as a dispatcher, Plaintiff and similar employees, would have meal breaks interrupted by phone calls. They were expected to work through meal breaks even after clocking out and then clocking back in thirty minutes later. Plaintiff and similar employees were required to respond to requests for help with orders during meal breaks even when clocked-out. If Plaintiff and similar employees did not clock-out for meal breaks, their manager would clock out for them.

24. Based on information from Plaintiff, I assumed, for purposes of mediation, a range of one to three meal break violations each workweek during the relevant period, resulting in Defendant's maximum potential exposure being in the range of \$245,180.00 to \$735,540.00. However, Plaintiff's theory of liability carried risks of both non-certification and reduction on the merits. Defendant argued this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Defendant also claimed that employees were authorized and regularly took compliant meal periods. Defendant also argued that any appearance of rounding ended in 2023. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Accordingly, Plaintiff discounted the maximum amount of an approximately twice per workweek meal period violation rate by 80% for risk of non-certification and risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated exposure of **\$98,072.00.**

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1 25. As discussed above, Plaintiff's rest period claim is based on allegations that Defendant failed
2 to authorize and permit Plaintiff and the Class to take timely and duty-free rest breaks, sometimes, but not
3 always, requiring Plaintiff and the Class to work in excess of 4 hours a day without authorizing and
4 permitting the employees to take a 10-minute rest break. However, Plaintiff and other employees were
5 regularly prevented from taking rest breaks despite Defendant's facially compliant policies for the same
6 reasons as outlined above in the discussion of meal period violations. Based on Plaintiff's analysis of
7 Defendant's timekeeping records for the relevant period, Plaintiff calculated between one to three missed
8 rest breaks per workweek. This results in a range of 13,000 to 39,000 missed rest breaks resulting in a
9 maximum exposure of \$245,180.00 to \$735,540.00. Although I believe there is merit to this claim, I
10 acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits,
11 particularly as rest periods were not recorded. Certification and proof of this claim would require
12 declarations from Class Members and obtaining such declarations potentially would reveal that each Class
13 Member had a different experience with respect to rest periods. Defendant also argued that all rest periods
14 were authorized and that Class Members who worked through rest periods did so voluntarily. Plaintiff's
15 theory of liability also carried risks of both non-certification and reduction on the merits, based on
16 Defendant's arguments. Accordingly, Plaintiff discounted the maximum amount owed assuming two rest
17 break violations per week by 80% for risk of non-certification and risk of being unsuccessful on the merits
18 or failure to recover the full amount sought, to arrive at an estimated exposure of **\$98,072.00**.

19 26. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
20 Defendant's maximum potential exposure, prior to risk-adjustment, is \$2,088,881.00, which breaks down
21 as follows: a \$728,000.00 penalty for inaccurate wage statements based on approximately 182 Class
22 Members within the 1-year SOL, and factoring in the \$4,000 cap per employee under Section 226;
23 \$275,205.12 for waiting time penalties for approximately 64 terminated Class Members calculated on an
24 average of 7.9 hours per day, \$18.86 average hourly rate, for the statutory maximum of 30 days during the
25 3-year SOL; and \$361,600.00 for PAGA penalties. Following the exchange of documents and other
26 information provided by Defendant, Class Counsel estimated the following data points for the PAGA
27 claims through the date of mediation: a total of 182 Aggrieved Employees during the PAGA period through
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1 mediation, and 3,616 total pay periods during the PAGA period. The proposed Settlement allocates
2 \$20,000.00 to the PAGA claims, of which 75% will be paid to the California LWDA and 25% will be
3 allocated to the Aggrieved Employees. I believe it would be unrealistic to expect the Court to award the full
4 exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses,
5 including that any failure to pay all final wages at the time of separation was not willful or intentional and
6 that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no
7 actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature
8 of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall
9 liability for statutory and civil penalties. While the PAGA civil penalty would have a maximum value in
10 the seven figures, this figure fails to acknowledge that courts have wide latitude to reduce the civil penalties
11 "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award
12 that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(e)(2). Moreover, Defendant
13 argued against the merits of the underlying claims and particularly that the "willfulness" standard and/or
14 "good faith" defenses mitigated the civil penalty claims and rendered any such penalties as uncertain.
15 Defendant also argued that it is improper to stack civil penalty claims on top of the underlying claim. As a
16 result, Defendant argued that Plaintiff would not be entitled to recover more than one civil penalty per pay
17 period per employee (regardless of whether there was one Labor Code violation or five) because this is
18 improper "stacking." Furthermore, considering the underlying wage claims are realistically estimated to be
19 \$225,810.78, awarding such a disproportional amount in penalties would also raise Due Process concerns.
20 Weighing these factors, I applied a 80% discount to each penalty (resulting in \$145,600.00 for inaccurate
21 wage statement penalties, \$55,021.02 for waiting time penalties, and \$72,320.00 for PAGA penalties) and
22 accordingly arrived at a realistic damage estimate of \$272,941.02 for statutory and civil penalties.

23 27. Using these estimated figures, Plaintiff predicted the *realistic* maximum recovery for all
24 claims, including penalties, would be \$498,751.80. This means the \$300,000.00 maximum settlement
25 figure represents roughly 60.15% of the realistic (*risk-adjusted*) maximum recovery. This is an
26 excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class
27 Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

1 28. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to
2 each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class
3 Member would be an expensive, time-consuming, and uncertain proposition.

4 29. Class Counsel are also of the opinion that because the issues here are fairly contested, there is
5 a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to
6 the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699,
7 subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and circumstances of the
8 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
9 confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted
10 would be at the discretion of the Court and subject to a substantial reduction.

11 30. The Settlement obviates the significant risk that this Court may deny certification of all or
12 some of Plaintiff’s claims. Furthermore, even if Plaintiff were able to pursue her claims on a class-wide
13 basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving
14 a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

15 31. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
16 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
17 wide data analysis, they have not participated in formal discovery procedures. Moreover, preparation for
18 class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of
19 a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties
20 would incur considerably more attorneys’ fees and costs through trial.

21 32. **The Net Settlement Amount available for settlement payments is currently estimated to**
22 **be \$138,000 for an estimated Class size of 229 individuals.**² The amounts to Participating Class Members
23 and Aggrieved Employees will vary based on each individual’s duration of employment during the Class
24 Period or PAGA Period, respectively. Thus, those who worked longer for Defendant during the relevant
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26 ² The Net Settlement Amount is \$300,000.00 less the following: \$10,000.00 for the class representative
27 payment, \$7,000.00 for the Settlement Administrator Payment, \$20,000.00 for the PAGA Payments to the
28 LWDA and to Aggrieved Employees, \$100,000.00 for Class Counsel’s attorneys’ fees, and up to
\$25,000.00 for Class Counsel’s litigation costs. (Settlement Agreement, ¶¶, 3.2.)

1 period will receive a benefit greater than the average estimated amount. At this time, the high and low range
2 of payments to Class Members and Aggrieved Employees is unknown. These ranges will be calculated by
3 the Settlement Administrator following preliminary approval and receipt and processing of the Class data,
4 and will be provided to the Court with Plaintiff's motion for final approval.

5 33. The proposed settlement of \$300,000.00 therefore represents a substantial recovery when
6 compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the
7 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
8 probability of appeal, it is clear the Settlement amount of \$300,000.00 is within the "ballpark" of
9 reasonableness, and that preliminary settlement approval is appropriate.

10 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

11 34. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has cooperated
12 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff has
13 provided valuable information regarding her hours worked, and what duties were performed during those
14 hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and
15 other Class Members. Plaintiff participated in decisions concerning this action, assisted informal discovery
16 requests by Defendant, assisted in preparation for the mediation, and provided my office with the names
17 and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with
18 my office to determine the viability of her claims. Plaintiff also provided information and documents
19 relating to her employment by Defendant. The information and documentation provided by Plaintiff was
20 instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided
21 for in the Settlement would have been impossible to obtain without her participation.

22 35. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in
23 this matter. Plaintiff faced actual risks to future employment, as putting herself on public record in an
24 employment lawsuit could very well affect her likelihood of future employment. For example, a search of
25 Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring
26 Plaintiff in learning he sued a former employer.

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36. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member tried to pursue legal remedies on their own, it would have resulted in each individual having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Class.

37. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service payment to Plaintiff for her service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and in comparison to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit, in addition to her general release of claims, both known and unknown, and waiver of Section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

38. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2025.

39. I co-founded Moon & Yang, APC in March 2010. Our firm recently changed its named with the Secretary of State to Moon Law Group, PC. My practice is focused exclusively on advocating for the rights of employees in wage and hour litigation, almost entirely in class and representative actions.

40. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases. My current billing rate is \$950.00 per hour.

41. I am experienced in prosecuting and defending employment matters, particularly class

actions as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

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2 DANIEL PARK'S EXPERIENCE AND QUALIFICATIONS

3 42. Daniel J. Park is a Senior Associate at Moon Law Group, PC. He received his undergraduate
4 degree from New York University Stern School of Business and earned a Juris Doctorate from Boston
5 College Law School. He was admitted to practice in California in 2010. He is admitted to practice in the
6 Courts of the State of California. The focus of his practice is class action wage and hour law. He has
7 worked on multiple class action cases that have been granted final approval, including *McKinnon, et al. v.*
8 *Renovate America, Inc., et al.*, San Diego Case No. 37-2015-00038150-CU-OE-CTL, *Hollinger, et al. v.*
9 *Safety Management Systems, LLC, et al.*, Kern County Superior Court Case No. S-1500-CV-284499,
10 *Novak v. Midlands Management Corporation et al.*, Los Angeles County Superior Court Case No.
11 BC567052, *Van Goey v. Pro's Choice Beauty Care, Inc.*, Los Angeles County Superior Court Case No.
12 BC545400, *Zaydenberg v. Crocs Retail, Inc.*, Los Angeles County Superior Court Case No. BC554213,
13 *Aceves et al. v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2015-
14 00810013-CU-OE-CXC, *Hynick v. AmeriFirst Financial, Inc.*, Los Angeles County Superior Court Case
15 No. BC573246, *Murillo v. W. A. Thompson, Inc.*, Kern County Superior Court Case No. BCV-16-
16 1019974, *Windham v. T.F. Louderback, Inc. dba Bay Area Beverage Company*, Contra Costa Superior
17 County Case No. MSC16-00861, *Hernandez v. NuCO2 Management, LLC*, Kern County Superior Court
18 Case No. BCV-17-102571, *Rafferty v. Academy Mortgage Corporation*, Sacramento County Superior
19 Court Case No. 34-2016-00191285-CU-OE-GDS, *Torrez v. Freedom Mortgage Company*, San
20 Bernardino County Superior Court Case No. CIVDS 1709351, *Madrigal v. Couch Distributing Company*,
21 Santa Cruz County Superior Court Case No. 15-CV-00439, *Hayes v. Advanced Drainage Systems, Inc.*,
22 Kern County Superior Court Case No. BCV-17-101019-SDS, *McCollum v. Delta Tech Service, Inc.*,
23 Solano County Superior Court Case No. FCS049504, *Carr et al. v. American Security Products*
24 *Company*, San Bernardino County Superior Court Case No. CIVDS1606769, *Carr v. So-Cal Structural*
25 *Steel Fabrication, Inc.* San Bernardino County Superior Court Case No. CIVDS1605828, *John et al. v.*
26 *Rival Well Services Incorporated* Kern County Superior Court Case No. BCV-15-100504, *Marking et al.*
27 *v. Randy's Trucking, Inc.* Kern County Superior Court Case No. BCV-15-100180, *Navarro v. Trans-West*

1 *Intermodal, Inc.* San Bernardino County Superior Court Case No. CIVDS1700850, *Ramirez v. Mashburn*
2 *Transportation Services, Inc.*, Kern County Superior Court Case No. BCV-15-100591, *Vega et al. v.*
3 *Advance Beverage Co, Inc.*, Kern County Superior Court Case No. BCV-16-100848, *Turner v. Alliance*
4 *Residential, LLC*, Sacramento County Superior Court Case No. 34-2016-00199504-CU-OE-GDS, *Arman*
5 *v. Circor Aerospace, Inc.*, Riverside County Superior Court Case No. RIC1613578, *Bigby et al v. Eugene*
6 *Burger Management Corporation* Sacramento County Superior Court Case No. 34-2015-00182515-CU-
7 OE-GDS, *Garcia et al. v. Glide Rite* Los Angeles County Superior Court Case No. BC665485, *Lee v.*
8 *Westside Habitats, LLC*, Los Angeles County Superior Court Case No. BC702296, *Morel et al. v. Aseptic*
9 *Solutions USA Ventures, LLC*, Riverside County Superior Court Case No. RIC1711383, and *Orosco v.*
10 *Visonary Home Builders of California*, Sacramento County Superior Court Case No. 34-2017-00210368-
11 CU-OE-GDS. He was also certified as class counsel in *Hoffman v. Blattner Energy Inc.*, Central District
12 of California Case No. EDCV 14-02195-DMG (DTBx), a case that was certified as a class action after a
13 contested certification motion. Recently, Mr. Park was also certified as class counsel in the coordinated
14 class action matter *In re: Arriaga and Associates Wage and Hour Cases* (Coordinated Case No.
15 JCCP4980), a contested action that went to a jury trial resulting in a tentative judgment against the
16 defendants of over \$15 million.

17 43. Prior to joining Moon Law Group, PC. Mr. Park worked on both the plaintiff and defense
18 side of employment litigation, at Justice Law Corporation, and Bradley Gmelich & Wellerstein LLP,
19 respectively. At Justice Law Corporation, Mr. Park exclusively focused on the prosecution of consumer
20 and employment class actions, involving wage-and-hour claims and unfair business practices. Mr. Park
21 successfully handled more than one hundred California class and representative wage and hour actions.
22 He worked on multiple consumer-side class action cases that have been granted final approval. At
23 Bradley Gmelich & Wellerstein LLP, Mr. Park represented dozens of defendants in class action wage and
24 hour cases and PAGA representative actions.

25 PAGA COUNSEL’S EXPERIENCE AND QUALIFICATIONS

26 44. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
27 are experienced in litigating Labor Code and Wage Order violations in individual, class, and
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1 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
2 numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for
3 settlement approval. Including myself, Moon Law Group, PC is currently comprised of approximately
4 thirty-three attorneys, all of whom are actively and continuously practicing employment litigation,
5 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this
6 Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various
7 federal courts. The attorneys at my firm have a high level of knowledge and experience in the areas of
8 wage and hour class, and PAGA actions, and labor and employment law generally.

9 45. Moon Law Group, PC has been engaged in the practice of employment and labor law for
10 over a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers
11 have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment
12 matters. As noted above, Moon Law Group, PC, has been appointed lead or co-lead class counsel in
13 federal and state courts in California. The firm and its lawyers have successfully settled hundreds of cases
14 during that time, including wage and hour class and/or PAGA actions.

15 46. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful
16 in assessing the reasonableness of settlements, such as the one at issue here, and from this experience
17 Plaintiff's Counsel concluded that this litigation could not have been settled on better terms than provided
18 under the proposed Settlement.

19 47. I do not believe that I, or any other attorneys of my firm, have any conflicts of interest with
20 the named Plaintiff, Aggrieved Employees, Class Members or the proposed Settlement Administrator. I
21 am not related to Plaintiff. I respectfully submit that Moon Law Group, PC is competent and well suited
22 to act as Plaintiff's Counsel in this action, and we have and will continue to vigorously represent the
23 interests of the Class. We respectfully request to be appointed as Class Counsel for settlement purposes.

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1 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

2 48. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
3 \$100,000.00 or one-third (1/3) of the Gross Settlement Amount, plus reimbursement for actual litigation
4 costs not to exceed \$20,000.00. (Settlement Agreement at ¶ 3.2.2.) The proposed award of attorneys' fees
5 to Class Counsel in this case can be justified under either the lodestar method or the percentage/common-
6 fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage
7 method as many of the entries in the time records will have to be redacted to preserve attorney-client and
8 attorney work product privileges.

9 49. I am informed and believe that the fees and costs provision in the Settlement Agreement is
10 reasonable. The fee percentage requested is less than that charged by my office for most employment cases.
11 Moreover, my office invested significant time and resources into the case, with payment deferred to the end
12 of the case, and then, of course, contingent on the outcome.

13 50. It is further estimated that my office will need to expend at least another 30 to 50 hours to
14 monitor the process leading up to the final approval and payments made to the Class. My office also bears
15 the risk of taking whatever actions are necessary should Defendant fail to pay.

16 51. The risk to my office has been very significant, particularly if we would not be successful in
17 pursuing this class action. In such instance, we would have been left with no compensation for all the time
18 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of
19 class action cases that have resulted in thousands of attorney hours being expended and ultimately having
20 the defendant company going bankrupt during litigation. The contingent risk in these types of cases is very
21 real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
22 could have resulted in a larger, and less risky, monetary gain.

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52. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including the Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

53. As of the drafting of this motion, my office has incurred \$13,504.67 in expenses litigating this Action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach the maximum amount allowed in the Settlement Agreement, or in the event the Court approves less than the amount requested by Class Counsel, the difference will revert to Participating Class Members. (*See Id.*)

54. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts included, without limitation, the following:

- (a) Numerous interviews with Plaintiff and review of documents provided by her;
- (b) Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice letter;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- (e) Preparation of informal discovery requests to Defendant and responding to Defendant's informal discovery requests;

- 1 (f) Meeting and conferring with Defendant regarding discovery responses by both parties
2 and preparation for and appearance at informal discovery conference due to
3 Defendant's non-responsive formal discovery responses;
- 4 (g) Extensive "meet and confer" correspondence and discussions with Defendant's counsel
5 to obtain relevant documents and information through informal discovery;
- 6 (h) Contacting witnesses;
- 7 (i) Analysis of the informal discovery production and preparation of a damages model with
8 the aid of a statistics expert;
- 9 (j) Research and preparation of Plaintiff's mediation brief;
- 10 (k) Attendance and active participation at two full day sessions of mediation;
- 11 (l) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and
12 attachments thereto; and
- 13 (m) Drafting the motion for preliminary approval and the accompanying filings.

14 55. Through the efforts of my office and the Plaintiff in this case, a fair and reasonable joint
15 resolution has been reached that includes a gross, non-reversionary payment by Defendant of \$300,000.00
16 to compensate Class Members for Defendant's alleged wage and hour practices. I am informed and believe
17 that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
18 Operative Complaint would have gone completely unremedied.

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

21 Executed on August 25, 2025, at Los Angeles, California.

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25 _____
Kane Moon

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff and Defendant.

1. DEFINITIONS.

In addition to the other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. "Action" means: Plaintiff's putative class action lawsuit alleging wage and hour violations captioned, *Reyna Selene Garate Ramirez v. Northside Imports, Inc.*, Los Angeles County Superior Court Case No. 23STCV22697, which was initiated on September 19, 2023.
- 1.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount as reimbursement for its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4. "Aggrieved Employees" means all individuals who were employed by Defendants in the State of California and classified as non-exempt employees during the PAGA Period.
- 1.5. "Class" means all individuals who were employed by Defendants in the State of California and classified as non-exempt employees during the Class Period and did not sign arbitration agreements.
- 1.6. "Class Counsel" means Kane Moon and Daniel Park of Moon Law Group, P.C.
- 1.7. "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.
- 1.8. "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reimbursement of its litigation expenses incurred to prosecute the Action.
- 1.9. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and dates of employment and/or 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. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members
- 1.12. "Class Notice" means the Court approved "Notice of Class Action Settlement and Hearing Date for Final Court Approval," to be mailed to Class Members in English attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. "Class Period" means the period from September 19, 2019, to ~~the date the Court grants preliminary approval~~ January 31, 2025.
- 1.14. "Class Period Workweeks" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.
- 1.15. "Court" means the Los Angeles Superior Court for the State of California.
- 1.16. "Defendant" means Northside Imports, Inc.
- 1.17. "Defense Counsel" means Wilson, Elser, Moskowitz, Edelman & Dickers LLP.
- 1.18. "Effective Date" means the later of thirty (30) days after the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed, or if any such objections have been withdrawn; (b) the time for appeal has expired if an objection has been filed, not withdrawn and no appeal has been filed, or any such appeal has been withdraw; or (c) the final resolution of any appeal which has been filed.
- 1.19. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.
- 1.21. "Gross Settlement Amount" means Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.22. "Incentive Award" means an award to Plaintiff for initiating the Action and providing services in support of the Action.

- 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 Class Period Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Plaintiff Incentive Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "Operative Complaint" means the First Amended Complaint filed by Plaintiff on January 31, 2024.
- 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. "PAGA Period" means the period from September 9, 2022, to the date of preliminary approval.
- 1.33. "PAGA" means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.34. "PAGA Notice" means Plaintiff's September 9, 2023, letter to the LWDA providing notice pursuant to Labor Code section 2699.3(a), and any amendments thereto under this Agreement.
- 1.35. "PAGA Penalties" means the total amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated: 25% to the Aggrieved Employees [Five Thousand Dollars and Zero Cents (\$5,000.00)] and 75% to the LWDA [Fifteen Thousand Dollars and Zero Cents (\$15,000.00)] in settlement of PAGA claims.

- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Parties" means Plaintiff and Defendant collectively or individually as "Party."
- 1.38. "Plaintiff" means Reyna Selene Garate Ramirez, the named plaintiff in the Action.
- 1.39. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.42. "Released Parties" means: (i) Defendant Northside Imports, Inc.; (ii) any parent, subsidiary, or affiliate of Defendant; (iii) any past or present officer, director or employee of the entities described in (i)-(ii) of this section, in their individual and official capacities; and (iv) any past or present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities described in (i)-(iii) of this section.
- 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and will be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator will have an additional fourteen (14) days beyond the Response Deadline has expired.
- 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 19, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify

necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) Unfair Business Practices.

2.2. On January 31, 2024, Plaintiff filed the operative First Amended Complaint adding a cause of action for civil penalties under PAGA (Cal. Lab. Code § 2699, *et seq.*).

2.3. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to the LWDA by sending the PAGA Notice.

2.4. The Parties participated in two days of mediation sessions with Michael Ludwig, Esq., which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery information regarding Class Members and Aggrieved Employees (*e.g.*, the number of Class Members, Class Period Workweeks, PAGA Pay Periods, *etc.*), payroll and time records for Plaintiff and a sampling of Class Members, and Defendant's policies and procedures that applied to Class Members during the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant agrees to pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The 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. Incentive Award Payment to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee, if applicable). Defendant will not oppose Plaintiff's request for an Incentive Award Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Incentive Award Payment no later than

twenty-eight (28) days prior to the Final Approval Hearing. If the Court approves the Incentive Award Payment for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Incentive Award Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thousand Dollars and zero Cents (\$100,000.00) and a Class Counsel Litigation Expense Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) Defendant will not oppose requests for the Class Counsel Fees Payment and Class Counsel Litigation Expense Payment provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than twenty-eight (28) days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

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

3.2.4. To Each Participating Class Member. An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Period Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be

allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. 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 in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount, with 75% [Fifteen Thousand Dollars and Zero Cents (\$15,000.00)] allocated to the LWDA PAGA Payment and 25% [Five Thousand Dollars and Zero Cents (\$5,000.00)] 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 (\$5,000.00) 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 responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Period Workweeks and Escalator Clause. Based on a review of their records to data, Defendant estimates that there are approximately Two Hundred and Twenty-Nine (229) Class Members who worked approximately Thirteen Thousand (13,000) Class Period Workweeks between September 19, 2019, to the date of preliminary approval January 31, 2025. In the event the number of Class Period Workweeks exceeds 13,000 by more than 10% between September 19, 2019, to the date

of preliminary approval (*i.e.*, exceeds 14,300), Defendant at its sole discretion, will either: (1) increase the Gross Settlement Amount on a proportional basis for every 1% increase of 10% (*i.e.*, if there is an 11% increase in the number of workweeks between September 19, 2019, to the date of preliminary approval January 31, 2025, the Gross Settlement Amount will increase by 1%); or (2) elect to end the Class Period on an earlier date so that the escalator provision is not triggered.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant will fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Incentive Award Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Incentive Award Payment will not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check will prominently state the date [not less than one hundred eighty (180) days after the date of mailing] when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator will promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).
- 4.4.4. The payment of Individual Class Payments and/or Individual PAGA Payments will not obligate Defendants to confer any additional benefits or make any additional payments to Class Members and/or Aggrieved Employees (*e.g.*, 401(k) contributions, bonuses, *etc.*) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments; Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Releases. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims related to their employment with Defendant and/or the Released Parties; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and/or PAGA Notice, and ascertained during the Action; and (c) all PAGA claims that were, or reasonably could have been alleged based on facts contained in the Operative Complaint and/or PAGA Notice, and ascertained during the Action and released under 6.2, below ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release will be and remain

effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code section 1542. For purposes of Plaintiffs' Releases, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members Who Are Not Aggrieved Employees. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the course of the Action, including the following claims for relief: (i) failure to pay minimum and straight wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders; (xii) an alleged violation of Business & Professions Code section 17200, *et seq.*; and (xiii) all claims for damages, penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in California statute, ordinance, regulation, common law, or other source of law. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Participating Class Members Who Are Aggrieved Employees and Non-Participating Class Members Who Are Aggrieved Employees. Plaintiff and all Participating Class Members who are Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the course of the Action, including claims for: (i) failure to pay minimum and straight wages; (ii) failure

to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders.

5.4. Agreement to Releases. The Parties understand and specifically agree that the scope of the release described in the aforementioned paragraphs was a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this Settlement, and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Complaint.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and timely file a motion seeking Preliminary Approval of the Settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiff’s Responsibilities. 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(f)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from Class Counsel attesting to their competency to represent the Class Members, their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3(a), Operative Complaint (Labor Code section 2699(l)(1), this Agreement (Labor Code section 2699(l)(2); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than

forty (40) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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, Class Counsel, and Defense 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 will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation,

substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice will prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator will update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator will conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members' written objections, challenges to Class Period Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, the Parties, Class Counsel, or Defense Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice [plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed]. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the

Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, 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 will 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 will 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 will be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Each Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Each Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and will not receive an Individual Class Payment or have the right to object to the Settlement. Because 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 Class Period Workweeks and PAGA Pay Periods. Each Class Member will have forty-five (45) days after the Administrator mails the Class Notice [plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed] to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Period Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods will be final and not appealable or otherwise susceptible to challenge. The Administrator will promptly provide copies of all challenges to calculation of Class Period Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice [plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed].
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Individual Award Payment, the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8.2. Requests for Exclusion (opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Period Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- 7.8.4. Class Period Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Period Workweeks and/or PAGA Pay Periods. The Administrator’s decision will be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 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.

8. DEFENDANT’S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement will be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation

to perform under this Agreement; provided, however, Defendant will remain responsible for paying all expenses incurred by the Administrator to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL.

Not later than twenty-eight (28) days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a proposed Final Approval Order, and a proposed Judgment (collectively, "Motion for Final Approval"). Plaintiff will provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court
- 9.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment will not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of: (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. 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 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'

obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement will be null and void. The Parties will nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel will not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or 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 or Final Approval of the Settlement and/or does not enter Judgment, class certification will immediately be set aside and the Class will be decertified (subject to further proceedings on a motion of any Party to certify or deny certification thereafter). Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Parties' willingness to stipulate to class certification as part of the Settlement will have no bearing on, and will not be admissible in, or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or in any context in any other lawsuit. Additionally, the Settlement, this Agreement, and the 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/or this Agreement).

- 11.2. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class Members and Aggrieved Employees. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members and Aggrieved Employees.
- 11.3. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendant have been and, unless this Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Agreement. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.
- 11.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. 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, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.5. Publicization or Disclosure. Plaintiff and Class Counsel agree not to issue a press release or otherwise disclose the Settlement including its terms, contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to potential Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means that the Parties and their Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity, concerning the Settlement (as listed above), except as may be contractually required to effectuate the terms of this Agreement. For the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action, the case number, and the venue of this action (but not any other settlement details) for such purposes. The Parties and their Counsel agree that, if they are contacted regarding this Action, they will only state that the Action exists and has been resolved. This provision is not intended to, and does not, limit Class Counsel from responding to questions from and providing advice to the Class Members regarding the Settlement after Preliminary Approval.
- 11.6. 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 will be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.9. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the

Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.10. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.11. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.12. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.14. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.16. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.
- 11.17. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff will destroy, all paper and electronic versions of Class Data received from Defendant unless, prior

to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 11.18. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.19. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement will be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline will be on the first business day thereafter.
- 11.20. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kane Moon

kmoon@moonlawgroup.com

Daniel Park

dpark@moonlawgroup.com

MOON LAW GROUP

725 S. Figueroa St., Ste. 3100

Los Angeles, California 90017

Telephone: (213) 232-3128

To Defendants:

Diana M. Estrada

diana.estrada@wilsonelser.com

Jack DeWolfe

jack.dewolfe@wilsonelser.com

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

555 S. Flower Street, Suite 2900

Los Angeles, California 90071

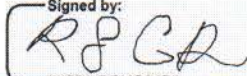
Telephone: (213) 443-5100

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

- 11.22. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.23. Fair Settlement. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

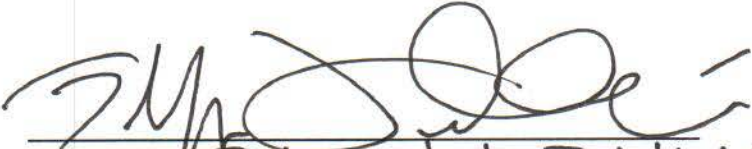
SIGNATURE PAGE TO FOLLOW

Dated: 4/24/2025

Signed by: 
D45741BF467C4B4...

Plaintiff Reyna Selena Garate Ramirez

Dated: 6/24/2025


Name & Title: Tahsinulah Jalili, CEO/pres
Northside Imports, Inc.

Dated: _____

MOON LAW GROUP

By: _____
Kane Moon
Daniel Park

*Attorneys for Plaintiff, individually and on behalf of all others
similarly situated*

Dated: June 27, 2025

**WILSON, ELSER, MOSKOWITZ, EDELMAN &
DICKER LLP**

By: 
Diana Estrada
Jack DeWolfe

Attorneys for Defendant

Dated: _____

Plaintiff Reyna Selena Garate Ramirez

Dated: _____

Name & Title:
Northside Imports, Inc.

Dated: June 16, 2025

MOON LAW GROUP

By: _____

Kane Moon
Daniel Park



*Attorneys for Plaintiff, individually and on behalf of all others
similarly situated*

Dated: _____

**WILSON, ELSER, MOSKOWITZ, EDELMAN &
DICKER LLP**

By: _____

Diana Estrada
Jack DeWolfe

Attorneys for Defendant

EXHIBIT 2

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kmoon@moonlawgroup.com

September 9, 2023

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Northside Imports, Inc.
3650 W. Pratt
Lincolnwood, IL 60712

Notice of Labor Code Violations and PAGA Penalties

Re: ***Reyna Selene Garate Ramirez v. Northside Imports, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Reyna Selene Garate Ramirez ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Northside Imports, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a driver from approximately July 2021 to July 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, 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.

Labor Code §§ 1194 and 1198 also 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, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to work after clocking out of work, such as to complete paperwork, uncompensated. Also, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work, leading to off the clock work, uncompensated.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour

of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period

for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have

suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of protective gear, painting materials, and uniforms. Further, Plaintiff and the Aggrieved Employees regularly used their own vehicles to retrieve paint and painting materials or other errands relating to their work, but Defendant did not reimburse them for all expenses related to the use of the vehicle. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Commented [A1]: Update if listed in Complaint

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be

aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and

failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

LWDA
Notice of Labor Code Violations and PAGA
September 9, 2023
Page 9 of 9

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

EXHIBIT 3

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 8/22/2025 2:50 PM

To Houston Davidson <hdavidson@moonlawgroup.com>

08/22/2025 02:49:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/22/2025 02:49:44 PM your Proposed Settlement was successfully processed for case number LWDA-CM-980669-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 4

Activities Export

08/22/2025
2:52 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/04/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$49.00	-	\$49.00
07/01/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$49.00	-	\$49.00
06/02/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$49.00	-	\$49.00
05/02/2025	\$	Casee Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$55.00	-	\$55.00
04/07/2025	\$	Journal - JSR ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David	Support Account	1.00	\$11.76	-	\$11.76
							\$0.00 0.00h	\$13,504.67 0.00h

Activities Export

08/22/2025
2:52 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			S. Cunningham III in Dept. 11					
04/04/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$49.00	-	\$49.00
03/05/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$55.00	-	\$55.00
02/18/2025	\$	Journal - Notice of Min Order ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$11.76	-	\$11.76
02/04/2025	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$55.00	-	\$55.00
01/10/2025	\$	ACE - Peremptory Challenge ● Unbilled	02242-Ramirez Ramirez v. Northside	Support Account	1.00	\$56.50	-	\$56.50
							\$0.00 0.00h	\$13,504.67 0.00h

Activities Export

08/22/2025
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11					
01/08/2025	\$ ● Unbilled	Case Anywhere	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$153.00	-	\$153.00
01/06/2025	\$ ● Unbilled	Journal - Notice of MO	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$11.76	-	\$11.76
11/27/2024	\$ ● Unbilled	Journal - JSR	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$11.76	-	\$11.76
11/07/2024	\$ ● Unbilled	Berger Consulting Group; Wire Payment KM	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$5,070.00	-	\$5,070.00
							\$0.00 0.00h	\$13,504.67 0.00h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/04/2024	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$159.00	-	\$159.00
09/18/2024	\$	Journal - JSR ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$7.26	-	\$7.26
09/18/2024	\$	Journal - NCA ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$7.26	-	\$7.26
07/02/2024	\$	Case Anywhere ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Support Account	1.00	\$153.00	-	\$153.00
06/16/2024	\$	Ramirez v. Northside Imports Michael Ludwig Mediator Paid via link from mediator email from MLG Checking ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David	Kane Moon	1.00	\$5,500.00	-	\$5,500.00
							\$0.00 0.00h	\$13,504.67 0.00h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			S. Cunningham III in Dept. 11					
04/03/2024	\$ ● Unbilled	Case Anywhere	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Andrea Marin	1.00	\$114.78	-	\$114.78
01/19/2024	\$ ● Unbilled	Journal	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Andrea Marin	1.00	\$7.26	-	\$7.26
01/16/2024	\$ ● Unbilled	Journal	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Andrea Marin	1.00	\$7.26	-	\$7.26
10/27/2023	\$ ● Unbilled	Journal	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Andrea Marin	1.00	\$7.26	-	\$7.26
10/23/2023	\$ ● Unbilled	ACE - Service of Process	02242-Ramirez Ramirez v. Northside	Andrea Marin	1.00	\$233.40	-	\$233.40
							\$0.00 0.00h	\$13,504.67 0.00h

Activities Export

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Date		Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
				Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11					
10/06/2023		\$	ACE - Complaint ● Unbilled	02242-Ramirez Ramirez v. Northside Imports, inc. (Point Law) 02/13/2025: Matter transferred to Judge David S. Cunningham III in Dept. 11	Andrea Marin	1.00	\$1,620.65	-	\$1,620.65
								\$0.00 0.00h	\$13,504.67 0.00h

EXHIBIT 5



Quotation Request:
Olivia Finlayson
Moon Law Group
ofinlayson@moonlawgroup.com
213.232.3128

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name: Northside Imports, Inc.
Date: Tuesday, March 4, 2025
RFP Number: 12730007

Settlement Specifications	
Estimated Class Size:	229
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	229	\$343.50
USPS First Class Postage	Per Piece	\$0.73	229	\$167.17
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	46	\$91.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$56.26	1	\$56.26
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,128.53

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$65.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	229	\$343.50
USPS First Class Postage	Per Piece	\$0.73	229	\$167.17
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	23	\$45.80
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,276.47

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:			\$6,990.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

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

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

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

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

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

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