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[*Additional counsel listed on next page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

GABRIELA GUERRERO, OSMIN CHAVARRIA MEJIA, ELMER CHAVARRIA MEJIA, RAFAEL MENJIVAR CASTELLANOS, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

SAR CALIFORNIA HOLDCO INC. DBA SARKU JAPAN, a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: BCV-23-104255

Honorable Thomas S. Clark
Department 17

DECLARATION OF ENOCH J. KIM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, ENHANCEMENT AWARDS, AND SETTLEMENT ADMINISTRATION COSTS

Date:	July 29, 2026
Time:	8:30 a.m.
Dept:	17
Address:	1415 Truxton Ave. Bakersfield, CA 93301
Complaint Filed:	December 26, 2023
FAC Filed:	November 6, 2025
Trial Date:	Not Set

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DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.Law, Inc. and Counsel for plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos, on behalf of themselves and all other similarly situated employees of defendant SAR California Holdco, Inc. dba Sarku Japan ("Defendant").

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of plaintiffs Gabriela Guerrero, Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos' ("Plaintiffs") ("Plaintiffs and Defendant collectively referred to herein as "the Parties") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs ("Motion"). Attached hereto as **Exhibit 1** is a copy of the fully executed Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims ("Settlement" or "Settlement Agreement").

Procedural History

3. On January 9, 2024, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos submitted their PAGA Notice letter to the California Labor and Workforce Development Agency ("LWDA") (Case No. LWDA-CM-1004011-24). On January 11, 2024, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos filed a class action complaint asserting the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code § 245 *et seq.* and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5; (10) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (11) Penalties Pursuant to Labor Code § 203; and (12) Violation of Business & Professions Code § 17200 *et seq.* (*Id.*) On March

14, 2024, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos filed a First Amended Complaint, adding a thirteenth cause of action for Penalties Pursuant to Labor Code § 2699, *et seq*. ("PAGA") ("*Mejia* Action").

4. Counsel for Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos was later informed about another Class and PAGA action against Defendant entitled *Gabriela Guerrero v. SAR California Holdco Inc. dba Sarku Japan* (herein referred to as the "*Guerrero* Action"). After conversations amongst Plaintiffs' counsel ("Class Counsel"), Plaintiffs and their counsel agreed to jointly litigate the *Mejia* and *Guerrero* Actions. On November 6, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint in the *Guerrero* action, which added Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Mejivar Castellanos as named plaintiffs, and added the entirety of the class and PAGA claims from the *Mejia* action ("Operative Complaint") ("the Action").

Request for Attorneys' Fees and Costs

5. Under the preliminarily approved Settlement, Class Counsel requests Attorneys' Fees of up to 35% of the Gross Settlement Amount ($140,600.00) and Attorneys' Costs not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) for reimbursement of actual reasonable litigation costs. (Exh. 1, § 51(a)). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement.

The Lodestar Method

6. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976,

997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

7. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Attached hereto as **Exhibit 2** is a copy of D.Law, Inc.'s billable hours records. Aside from being warranted by our skill, experience and ability, D.Law, Inc.'s rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 3**.

8. I have knowledge about the hourly rates charged by Los Angeles County attorneys and paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable and appropriate for attorneys and paralegals with comparable expertise, experience, and qualifications.

9. Working closely with the other attorneys and paralegals in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles.

10. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Throughout the course of this litigation, I have spent approximately 7.0 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $7,315.00 (7.0 x $1,045.00 = $7,315.00). Given my experience and the focus of my

practice, if I were to charge for my type of work by the hour, my rate would be $1,045.00 per hour. A $1,045.00 rate is warranted based on my years of experience in a highly specialized area of law and is in line with the Laffey Matrix (18 years out of law school, Laffey Matrix rate of $1,019.00).

11. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for Plaintiff. He received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Throughout the course of this litigation, attorney Roman Shkodnik estimates he has spent at least 20.0 hours litigating this matter. Accordingly, Mr. Shkodnik's lodestar in this matter is $20,900.00 (20.0 x $1,045.00 = $20,900.00). If Mr. Shkodnik were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be $1,045.00 per hour. A $1,045.00 rate is warranted based on Mr. Shkodnik's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (14 years out of law school, Laffey Matrix rate of $1,019.00).

12. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science from Loyola Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law School in May of 2022. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions and PAGA actions. Throughout the course of this litigation, attorney Amanda Fazio estimates she has spent at least 44.4 hours litigating this matter. Accordingly, Ms. Fazio's lodestar in this matter is $21,090.00 (44.4 x $475.00

= $21,090.00). If Ms. Fazio were to charge a rate for this type of work by the hour, given her experience and the focus of her practice, her current hourly rate would be $475.00 per hour. A $475.00 rate is warranted based on Ms. Fazio's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (4 years out of law school, Laffey Matrix rate of $625.00).

13. Attorney Norayr Zakaryan received his bachelor's degree from the University of California, Los Angeles in 2017 and his Juris Doctorate degree from the University of California College of the Law, San Francisco (formerly known as UC Hastings) in 2024. Since starting his professional career, he has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Throughout the course of this litigation, Norayr Zakaryan estimates he has spent at least 7.7 hours litigating this matter. Accordingly, Mr. Zakaryan's lodestar in this matter is $3,657.50 (7.7 x $475.00 = $3,657.50). If Mr. Zakaryan were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be $475.00. A $475.00 rate is warranted based on Mr. Zakaryan's experience in a highly specialized area of law and is in line with the Laffey Matrix (2 years out of law school, Laffey Matrix rate of $508.00).

14. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Since starting her professional career, she has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 19.7 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $9,357.50 (19.7 x $475.00 = $9,357.50). If Ms. Razi were to charge a rate for this type of work by the hour, given her experience and the focus of her practice, her current hourly rate would be $475.00. A $475.00 rate is warranted based on Ms. Razi's experience in a highly specialized area of law and is in line with the Laffey Matrix (2 years out of law school, Laffey Matrix rate of $508.00).

15. I have also reviewed the files and billable records for former Associate Attorney Eric J. Naessig. Eric J. Naessig completed his undergraduate studies at Emerson College in 2014, graduating *summa cum laude*. Mr. Naessig earned his two graduate degrees from Chapman University in 2016

and 2017. Mr. Naessig received his Juris Doctor from Southwestern Law School's accelerated SCALE Program in 2021, graduating *cum laude*. Mr. Naessig has years of experience in employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Throughout the course of this litigation, Mr. Naessig estimates he has spent at least 4.3 hours litigating this matter. Accordingly, Mr. Naessig's lodestar in this matter is $2,515.50 (4.3 x $585.00 = $2,515.50). If Mr. Naessig were to charge a rate for this type of work by the hour, given his experience and training, his current hourly rate would be $585.00. A $585.00 rate is warranted based on Mr. Naessig's experience in a highly specialized area of law and is in line with the Laffey Matrix (5 years out of law school, Laffey Matrix rate of $625.00).

16. I have also reviewed the files and billable records for certified paralegal Silvia Pimentel. Silvia Pimentel began her legal career in February 2020 providing administrative support to attorneys for employment law matters at David Yeremian & Associates, Inc. She earned her ABA-approved Certificate in Paralegal Studies from Pasadena City College's Business, Engineering, and Technology Division in June 2021 meeting the requirements of Business & Profession Code section 6450(c)(1). Ms. Pimentel joined D.Law in August 2023, as a Litigation Support Specialist. Throughout the course of this litigation, Ms. Pimentel estimates she has spent at least 0.1 hours litigating this matter. Accordingly, Ms. Pimentel's lodestar in this matter is $35.00 (0.1 x $350.00 = $35.00). If Ms. Pimentel were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $350.00. A $350.00 rate is warranted based on Ms. Pimentel's experience and specialization in employment law (Laffey Matrix rate of $277.00).

17. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In October 2025, a managing partner of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Throughout the course of this litigation, Ms. Perez estimates she has spent at least 3.8 hours litigating this matter. Accordingly, Ms. Perez' lodestar in this matter is $950.00 (3.8 x $250.00 = $950.00). If Ms. Perez were to charge a rate for this type of work by the

hour, given her experience, her current hourly rate would be $250.00. A $250.00 rate is warranted based on Ms. Perez' experience and specialization in employment law and is in line with the Laffey Matrix (Laffey Matrix rate of $277.00).

18. I have also reviewed the files and billable records for certified paralegal certified paralegal Janet Linares. Janet Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this litigation, Ms. Linares estimates she has spent at least 1.2 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $300.00 (1.2 x $250.00 = $300.00). If Ms. Linares were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $250.00. A $250.00 rate is warranted based on Ms. Linares' experience and specialization in employment law and is in line with the Laffey Matrix (Laffey Matrix rate of $277.00).

19. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022, in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 1.4 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $420.00 (1.4 x $300.00 = $420.00). If Mr. Morataya were to charge a rate for this type of work by the hour, given his experience, his current hourly rate would be $300.00. A $300.00 rate is warranted based on Mr. Morataya's experience and specialization in employment law (Laffey Matrix rate of $277.00).

20. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in

liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 0.2 hours litigating this matter. Accordingly, Ms. Beuttel's lodestar in this matter is $55.00 (0.2 x $275.00 = $55.00). If Ms. Beuttel were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $275.00. A $275.00 rate is warranted based on Ms. Beuttel's experience and specialization in employment law and is in line with the Laffey Matrix (Laffey Matrix rate of $277.00).

21. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022, in real estate matters as a legal assistant, and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 1.1 hours litigating this matter. Accordingly, Ms. Iwata's lodestar in this matter is $302.50 (1.1 x $275.00 = $302.50). If Ms. Iwata were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $275.00. A $275.00 rate is warranted based on Ms. Iwata's experience and specialization in employment law and is in line with the Laffey Matrix (Laffey Matrix rate of $277.00).

22. The below table summarizes D.Law Class Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	7.0	$7,315.00	$2,598.97
Roman Shkodnik (D.LAW)	20.0	$20,900.00	
Amanda Fazio (D.LAW)	44.4	$21,090.00	
Norayr Zakaryan (D.LAW)	7.7	$3,657.50	
Arianna Razi (D.LAW)	19.7	$9,357.50	
Eric Naessig (D.LAW)	4.3	$2,515.50	
Silvia Pimentel (D.LAW)	0.1	$35.00	

Katheryn Perez (D.LAW)	3.8	$950.00	
Janet Linares (D.LAW)	1.2	$300.00	
Jonathan Morataya (D.LAW)	1.4	$420.00	
Anne Beuttel (D.LAW)	0.2	$55.00	
Akiko Anna Iwata (D.LAW)	1.1	$302.50	
Totals:	**110.9**	**$66,898.00**	$2,598.97

23. Multiplying the total hours billed by D.Law, Inc. to the litigation by their reasonable hourly rates yields a lodestar of $66,898.00.

24. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery and meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiffs; preparing for and attending mediation; negotiating and finalizing the Settlement including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the settlement; and coordinating and overseeing the administration of the Settlement.

25. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 22 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case

has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiffs and the Class and have obtained a favorable result.

26. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

27. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.

Costs

28. The preliminarily approved settlement calls for the payment of up to $25,000.00 for Attorneys' Costs. The actual total costs incurred through final settlement administration of this Action for D.Law, Inc. are $2,598.97. D.Law, Inc.'s Cost Log is attached hereto as **Exhibit 4**. D.Law, Inc. incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, D.Law, Inc. requests a reimbursement of their incurred costs in the amount of $2,598.97.

ENHANCEMENT AWARDS TO NAMED PLAINTIFFS ARE REASONABLE

29. Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos are entitled to a reasonable service payment for their efforts and initiative in bringing and helping to prosecute this Action. Plaintiffs assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiffs spent time better apprising themselves of their rights, deciding whether remedial action should be taken, how it should be taken, searching for

attorneys, and finally contacting their attorneys, who spent many hours with them discussing their case, the law, and preparing for the mediation. In the end, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos decided to vindicate not only their own rights but also those of their fellow employees by filing a class action lawsuit.

30. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to confront their employers, let alone sue them. By suing their former employer, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos contend that they increased the risk of retaliation by prospective employers to which they may apply in the future.

31. But Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos did not allow their fear of the potential repercussions of being a Class Representative deter them from acting for the benefit of Class Members. They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took the time to apprise themselves of the facts, issues, and law regarding the claims at issue, spent time with Class Counsel discussing the terms of the Settlement, and reviewing and executing the Settlement Agreement. Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos appreciate that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the Settlement, Class Members might see no recovery until the lengthy appellate process is complete. In all, Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos estimate that they have devoted numerous hours in preparing the Action and seeing it through to settlement.

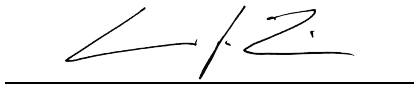
32. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.*

(2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 ($25,000).

33. Plaintiffs have diligently, adequately, and fairly represented Class Members and obtained a settlement of $401,714.00 on behalf of the Class. Plaintiffs' requested enhancement awards of $10,000.00 each are only approximately 2.49% of the Gross Settlement Amount. In light of the foregoing, Class Counsel believes the Enhancement Awards in the amount of $10,000.00 to each Plaintiff is fair and reasonable.

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

Executed this 18th day of June 2026, at Pasadena, California



Enoch J. Kim

EXHIBIT 1

This Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims (the "**Agreement**," "**Settlement**," or "**Settlement Agreement**") is entered into to resolve the action, *Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court Case No. BCV-23-104255. This agreement is entered into between Plaintiffs Gabriela Guerrero, Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos (collectively, "**Plaintiffs**") and Defendant SAR California Holdco, Inc. dba Sarku Japan ("**Sarku**" or "**Defendant**," and, collectively with Plaintiffs, the "**Parties**").

DEFINITIONS

1. Action. "**Action**" means *Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court Case No. BCV-23-104255.

2. Aggrieved Employees. "**Aggrieved Employees**" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

3. Agreement, Settlement, or Settlement Agreement. "**Agreement**," "**Settlement**," or "**Settlement Agreement**" means this Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Action.

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in an amount that does not exceed 35% of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Action.

5. Class or Class Members. "**Class**" or "**Class Members**" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period, excluding those individuals who have already released, assigned, or otherwise forfeited the claims asserted in the Action as set forth in Paragraph 65 ("No Double Recovery").

6. Class Counsel. "**Class Counsel**" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, and Emil Davtyan, David Yeremian, Roman Shkodnik, Enoch J. Kim, Amanda Fazio, and Eric J. Naessig of D. Law, Inc.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" refers to the period which begins on October 22, 2022, and which ends on December 31, 2024.

9. Class Released Claims. "**Class Released Claims**" means any and all claims, arising during the Class Period, that have been, or could have been, asserted against Defendant and any of the other Released Parties based on the facts, matters, transactions or occurrences alleged in the Operative Complaint, including, but not limited to, the following claims: failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; failure to provide meal periods or additional premium pay in lieu thereof at the correct rate; failure to provide rest breaks or additional premium pay in lieu thereof at the correct rate; failure to provide notice of and/or paid sick leave; failure to pay vested vacation time at termination; failure to pay waiting time penalties; failure to reimburse necessary business expenses; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; failure to issue accurate itemized wage statements; failure to maintain accurate payroll records; failure to produce requested employment records; including claims for violations of California Labor Code §§ 201–204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2926, and 2927; related violations of the applicable California Wage Orders; and related violations of California Business and Professions Code section 17200, *et seq*.

10. Court. "**Court**" means the Kern County Superior Court where the Action is currently pending.

11. Defendant. "**Defendant**" means SAR California Holdco dba Sarku Japan.

12. Effective Date. The "**Effective Date**" of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment are affirmed or the

appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court's having entered a Final Approval Order and Judgment as set forth in this Agreement.

13. Enhancement Awards. "**Enhancement Awards**" means the amounts the Court authorizes to be paid to the Named Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment, in recognition of their efforts and work in prosecution of the Action, up to $10,000.00 to each Named Plaintiff (not to exceed $40,000.00).

14. Final Hearing Date. "**Final Hearing Date**" means the date set by the Court for the hearing on final approval of the Settlement Agreement.

15. Final Approval Order and Judgment. "**Final Approval Order and Judgment**" means the order granting final approval of the Settlement Agreement and judgment.

16. Gross Settlement Amount. "**Gross Settlement Amount**" means the total settlement payment Defendant has agreed to make under this Settlement Agreement. The Gross Settlement Amount is $390,000.00, subject to the escalator provision in paragraph 50(a)(ii) below. The employer payroll taxes will be paid separately from, and in addition to, the Gross Settlement Amount.

17. Individual PAGA Payment. "**Individual PAGA Payment**" means a payment to an Aggrieved Employee of their share of the PAGA Payment as set forth in this Settlement Agreement.

18. Individual Settlement Payment. "**Individual Settlement Payment**" means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Settlement Agreement, which consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible for either or both.

19. LWDA. "**LWDA**" means the California Labor and Workforce Development Agency.

20. Named Plaintiffs or Plaintiffs. "**Named Plaintiffs**" or "**Plaintiffs**" means Gabriela Guerrero, Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos.

21. Notice Period. "**Notice Period**" means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 calendar days thereafter unless a notice is re-mailed to a Class Member, in which case the Notice Period shall end either 60 calendar days after mailing or 15 calendar days after re-mailing, whichever is later.

22. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Awards, the PAGA Amount, and Settlement Administration Costs.

23. PAGA Amount. "**PAGA Amount**" means the amount of $30,000.00, subject to the escalator provision in paragraph 50(a)(ii) below, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Released Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (currently estimated to be $22,500.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (currently estimated to be $7,500.00) will be allocated to the Aggrieved Employees as the "PAGA Payment."

24. PAGA Released Claims. "**PAGA Released Claims**" means all claims for penalties under California Labor Code Section 2698, arising during the PAGA Period against the Released Parties that have been, or could have been, asserted based on the facts, matters, transactions, or occurrences alleged in Plaintiffs' PAGA notices to the LWDA and the Operative Complaint, including, but not limited to, the following claims: failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; failure to provide meal periods or additional premium pay in lieu thereof at the correct rate; failure to provide rest breaks or additional premium pay in lieu thereof at the correct rate; failure to provide notice of and/or paid sick leave; failure to pay vested vacation time at termination; failure to pay waiting time penalties; failure to reimburse necessary business expenses; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; failure to issue accurate itemized wage statements; failure to maintain accurate payroll records; failure to produce requested employment

records; including claims for violations of California Labor Code §§ §§ 201, 201.3, 202–204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699.5, 2800, 2802, 2926, and 2927; and related violations of the applicable California Wage Orders.

25. PAGA Period. "**PAGA Period**" refers to the period that begins on October 22, 2022, and which ends on December 31, 2024, or, at the option of Defendant, any later date on or before the date the Court grants preliminary approval of the Settlement, subject to the escalator provision in paragraph 50(a)(ii) below.

26. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement Agreement.

27. Parties. "**Parties**" means the Defendant and the Named Plaintiffs, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

28. Preliminary Approval Order. "**Preliminary Approval Order**" means the order from the Court preliminarily approving this Settlement Agreement.

29. Released Parties. "**Released Parties**" means and includes Sarku and its current and former parents, predecessors or successors, holding companies, affiliated entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

30. Settlement Administrator. "**Settlement Administrator**" means CPT Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court.

31. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement.

32. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Settlement Agreement.

RECITALS

33. On October 20, 2023, Named Plaintiff Gabriela Guerrero submitted a PAGA notice to the LWDA alleging various Labor Code violations by Sarku.

34. On December 26, 2023, Named Plaintiff Gabriela Guerrero filed a PAGA complaint against Defendant in a case styled *Guerrero v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court Case No. BCV-23-104255. The Complaint alleged a single PAGA cause of action against Defendant seeking penalties for alleged (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or premiums in lieu thereof; (4) failure to provide rest periods or premiums in lieu thereof; (5) failure to timely pay wages; (6) waiting time penalties; (7) wage statement violations; (8) record keeping violations; and (9) failure to indemnify.

35. On January 9, 2024, Named Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Mejivar Castellanos submitted a PAGA notice to the LWDA alleging various Labor Code violations by Sarku.

36. On January 11, 2024, Named Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Mejivar Castellanos filed a class action Complaint against Defendant in an action styled *Osmin Chavarria Mejia, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Monterey County Superior Court Case No. 24CV000168 (the "***Mejia* Action**"). The Complaint alleged that Sarku violated various wage-and-hour laws, including: (1) failure to pay all wages and overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay vacation wages; (6) failure to comply with Labor Code § 245 *et seq.* and 246; (7) wage statement violations; (8) record keeping violations; (9) failure to provide requested employment records; (10) failure to indemnify; (11) waiting time penalties; and (12) violation of the Unfair Competition Law.

37. On March 14, 2024, Named Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria

Mejia, and Rafael Mejivar Castellanos filed a First Amended Complaint ("FAC") in the *Mejia* Action. The FAC alleged the same claims as the original complaint, and added an additional PAGA cause of action which sought civil penalties for alleged wage-and-hour violations.

38. On December 17, 2024, the Parties participated in a full-day mediation with Gig Kyriacou of Kyriacou Mediation (the "**Mediator**"), a respected mediator of complex wage-and-hour actions. The Parties, with the assistance of the Mediator's evaluations, reached the settlement that is memorialized in this Agreement.

39. On or about November 6, 2025, Named Plaintiffs filed a First Amended Class and Representative Action Complaint ("**Operative Complaint**"), which added Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Mejivar Castellanos as named plaintiffs in the Action and added the entirety of the class and PAGA claims from the *Mejia* Action in the Action, a condition of which is essential and material to this Settlement Agreement.

40. The Named Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Mejivar Castellanos agree to file dismissal documents in the *Mejia* Action without prejudice, a condition of which is essential and material to this Settlement Agreement.

41. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members and/or the Aggrieved Employees. Defendant further denies that it has any liability of any kind associated with the claims alleged in the Action. Defendant contends that it has complied with both federal and state wage-and-hour laws, and all other laws regulating its relationships with the Class Members and the Aggrieved Employees, including the Named Plaintiffs.

42. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's length during a full-day mediation with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement documented by this

Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Action. While Defendant specifically denies any liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Action shall be and is finally and fully compromised and settled on the following terms and conditions:

43. Non-Admission Of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendant and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

44. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and (b) the Action may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every material term of this Settlement Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Settlement Agreement in accordance with its terms. If the Court does not so approve this Settlement Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Settlement Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Settlement Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Settlement Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Settlement Agreement will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Settlement Agreement shall terminate or the settlement embodied in this Settlement Agreement does not become effective for any reason, the Settlement Agreement and all negotiations, court orders and proceedings relating to the Settlement Agreement shall be without prejudice to the rights of the Named Plaintiffs, Class Members, Aggrieved Employees, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Settlement Agreement.

45. Participating Class Members' Release Of Claims. Upon the Effective Date and full funding of the Gross Settlement Amount and the Employer's Taxes, the Named Plaintiffs and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period.

a. This release by the Named Plaintiffs and each Participating Class Member is intended to settle any and all of the Class Released Claims that any of them may have against Defendant or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release and such notice will have the same force and effect as if the Agreement were executed by each Class Member.

46. Aggrieved Employees' Release of PAGA Claim. Upon the Effective Date and full funding of the Gross Settlement Amount and the Employer's Taxes, the Named Plaintiffs, as representatives for the State of California and all Aggrieved Employees (to the extent permitted by law) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

47. General Release By The Named Plaintiffs. Upon the Effective Date and full funding of the Gross Settlement Amount and the Employer's Taxes, the Named Plaintiffs fully release and discharge Defendant and the other Released Parties from the Released Class Claims, Released PAGA Claims, and any other claims that the Named Plaintiffs now have or claim to have, or has ever had or claimed to have, against Defendant and the Released Parties up until their execution of this Settlement Agreement. Without limiting the generality of the foregoing, the Named Plaintiffs specifically and expressly release to the maximum extent permitted by law any claims against Defendant and the Released Parties arising out of or relating to the Named Plaintiffs' employment or the termination of their employment with Defendant and any other Released Party. This general

release by the Named Plaintiffs includes a waiver of Named Plaintiffs' rights under Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

48. No Prior Assignments. The Named Plaintiffs 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 rights released and discharged by this Settlement Agreement.

49. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of $390,000.00, subject to the escalator provision in paragraph 50(a)(i) of the Settlement. The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Awards to the Named Plaintiffs, the PAGA Amount, and Settlement Administration Costs. For the avoidance of doubt, subject to the conditions set forth in this Settlement Agreement, Defendant shall not be required to pay any amount over $390,000.00 (subject to the escalator provision in paragraph 50(a)(i) of the Settlement) for this Settlement Agreement, apart from the employers' share of applicable payroll taxes which will be paid by Defendant in addition to the Gross Settlement Amount, and as set forth in Paragraph 50. None of the Gross Settlement Amount will revert to Defendant.

50. Settlement Escalator. The Settlement is based on the representation that there were no more than 9,800 pay periods during the period from October 22, 2022, through December 17, 2024. If the total number of pay periods during the PAGA Period increases to a figure that is greater than 10,780 (10% above 9,800), Defendant will have the choice of: (a) paying a proportional increase in the PAGA Amount for each additional pay period over 10,780, which will be added to

the Gross Settlement Amount; or (b) modifying the end date of the PAGA Period to a date that avoids incurring any pro-rata increase.

a. Example: If the total number of pay periods through the date the Court grants preliminary approval of the Settlement, is 11,172 (*i.e.*, 14% higher than 9,800), Defendant would have the following options:

i) Increase only the PAGA Amount by 4% (i.e., $1,200.00) (which would be added to the Gross Settlement Amount), in which case the PAGA Period would end on, and include, the date the Court grants preliminary approval of the Settlement; or

ii) Not increase the PAGA Amount and end the PAGA Period on whatever date will result in pay periods of 10,780 or less.

51. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees of no more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 50 of this Agreement, equals $136,500.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of $25,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Blackstone Law, APC and D.Law, Inc. will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 51.a. Except as provided in this Paragraph 51.a, each Party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administration Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration Costs, currently estimated

at $10,500. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $10,500, the difference shall be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed $10,500 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

c. Named Plaintiffs Enhancement Awards: At the final approval hearing, Class Counsel will apply to the Court for an award of up to $10,000.00 to each of the Named Plaintiffs (not to exceed $40,000) as Enhancement Awards for their services and for assuming the risks associated with this litigation and for the time spent in assisting Class Counsel to litigate the Action. Defendant will not oppose such application. The Enhancement Awards are included in, and shall come from, the Gross Settlement Amount. The Named Plaintiffs will be issued an IRS Form 1099 for the Enhancement Awards approved by the Court pursuant to this Paragraph. The Enhancement Awards payable to the Named Plaintiffs shall be in addition to any payment they may receive pursuant to Paragraph 51.e, below. If the Court awards less than the amounts requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Amount of $30,000.00, subject to the escalator provision in paragraph 50(a)(i) of the Settlement Agreement, for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement Agreement to the LWDA, as required by Labor Code § 2699(*l*)(2). The Parties agree that 75% of the PAGA Amount (currently estimated to be $22,500.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (currently estimated to be $7,500.00) will be allocated to the Aggrieved Employees as the "**PAGA Payment**." The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 51.e. Any Class Members who worked during the PAGA Period and who opts out of the Settlement will still be considered Aggrieved Employee for purposes of this Paragraph 51.d and, therefore, will (i) receive their portion of the PAGA Payment

(the Individual PAGA Payment); and (ii) release all Released PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement Amount (the "**Participating Class Member Payment**"); and (ii) if applicable, each Aggrieved Employee's *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 51.a–d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of pay periods worked by each Participating Class Member in a non-exempt position during the Class Period. All Class Members will be deemed to have worked during at least one pay period during the Class Period. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's pay periods worked in a non-exempt position by the total number of pay periods worked by all Participating Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of pay periods that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement Agreement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include their *pro rata* share of the PAGA Payment, as set forth in Paragraph 51.d (the Individual PAGA Payment). Individual PAGA Payments will be calculated from the PAGA Payment based on the respective number of pay periods worked by each Aggrieved Employee in a non-exempt position during the PAGA Period. All Aggrieved Employees will be deemed to have worked during at least one pay period during the PAGA Period. Each Aggrieved Employee's share of the PAGA Payment will be calculated by dividing the Aggrieved Employee's pay periods worked in a non-exempt position by the total number of pay periods worked

by all Aggrieved Employees in a non-exempt position during the PAGA Period and multiplying this figure by the PAGA Payment. The Class Notice will include the number of pay periods that the Aggrieved Employee worked during the PAGA Period and the amount the Aggrieved Employee is estimated to receive under the terms of the Settlement Agreement.

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments (including the Participating Class Member Payments and Individual PAGA Payments) does not mean that all of the elements of damages, restitution, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 51.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 50, under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

52. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention

that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

53. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii) 80% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The Individual PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiffs, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 58) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the administrator of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related

expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Settlement Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiffs, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Settlement Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, including Named Plaintiffs, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes.

54. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members and Aggrieved Employees that identifies each Class Member and Aggrieved Employee by full name, Social Security Number, and last-known address, and which specifies the number of pay periods worked by each Class Member and Aggrieved Employee in a non-exempt position during the Class Period and the PAGA Period (the "**Class List**"). Defendant will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator shall confirm receipt of the Class List within 3 calendar days.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Employee. Within 14 calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each Class Member and Aggrieved Employee via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each and every Class Member and Aggrieved Employee whose Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any Class Notice returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members and Aggrieved Employees whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have either 60 calendar days from the original mailing or 15 calendar days from the re-mailing, whichever is later, to object, opt out, or dispute the pay periods attributed to the Class Member and/or Aggrieved Employee.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Class Notice to Class Members and Aggrieved Employees, and to re-mail the Class Notices returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members and Aggrieved Employee as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

55. Dispute Procedure. The Class Notice will include a procedure by which a Class Member and/or Aggrieved Employee may dispute the number of pay periods allocated to the Class Member and/or Aggrieved Employee by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period ("**Pay Period Dispute**"). To be valid, a Pay Period Dispute must contain the following: (i) the Class Member's and/or Aggrieved Employee's full name, current address, and signature; (ii) the Action name and case number; (iii) the number of pay periods the Class Member and/or Aggrieved Employee maintains is correct; and (iv) documentary evidence sufficient to prove that Defendant's calculation of the pay periods for the Class Member and/or Aggrieved Employee is incorrect, if any. Upon

receipt of notice of a Pay Period Dispute, the Settlement Administrator shall promptly serve Defendant's counsel with a copy of the Pay Period Dispute and any accompanying papers. Defendant's counsel will promptly inform Class Counsel of any such dispute. No Pay Period Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. Mail to and received by the Settlement Administrator as provided above. Defendant shall have the right to respond to the Pay Period Dispute by any Class Member and/or Aggrieved Employee. The Settlement Administrator will resolve the Pay Period Dispute and make a final and binding determination without hearing or right of appeal.

a. At the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not include the names, social security numbers, or contact information of Participating Class Members and Aggrieved Employees.

56. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Class Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Settlement Agreement unless the Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Settlement Agreement.

a. Upon receipt of any Opt-Out Request within the Notice Period, the Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-out requirements of this Settlement Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out of this Settlement Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendant. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Settlement Agreement to the Parties and include this information in a Declaration regarding the distribution of the Class Notice that will be provided in support of Plaintiff's Motion for Final Approval.

d. If 10% or more Class Members timely opt out of the settlement, Defendant will have the sole and absolute discretion to withdraw from this Settlement Agreement within fourteen (14) calendar days after Defendant receives notice of the number of opt-outs. Defendant will provide written notice to Class Counsel if it intends to withdraw from this Settlement Agreement. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is

terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

57. Objections To Settlement. Any Class Member who has not opted out of the Settlement (i.e., Participating Class Members) may object to the Settlement Agreement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel will ensure that any written objections are filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Participating Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

a. Written objections to the Settlement Agreement must contain at least the following: (i) the objecting Participating Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a statement of the specific reasons why the objector believes the Settlement Agreement is unfair or objects to the Settlement Agreement; and (iv) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Participating Class Member or the Participating Class Member's legally-authorized representative.

b. Class Counsel or Defendant's counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement Agreement as specified in Paragraph 56, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the other Released Parties of the Class Released Claims. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order and Judgment.

d. In the event that any person objects to or opposes this proposed settlement or the Settlement Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement Agreement.

e. A Class Member cannot both opt out and object to the Settlement Agreement. If a Class Member both objects and opts out of the Settlement Agreement, the opt-out will control and the objection will be deemed invalid.

58. Funding And Distribution Of Settlement.

a. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement Agreement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Awards, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable employer's taxes for any portion of the Individual Settlement Payments designated as wages.

b. Upon the Court entering the Final Order and Judgment, and within seven (7) calendar days after the Effective Date, Defendant shall remit to the Settlement Administrator the Gross Settlement Amount of $390,000.00, subject to the escalator provision in paragraph 50.a of the Settlement Agreement, and Defendant shall remit to the Settlement Administrator the employer's respective taxes for any portion of the Individual Settlement Payments designated as wages (collectively, the "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendant under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of

whether the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendant ("**Settlement Proceeds Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, Settlement Administration Costs, and the Enhancement Awards shall occur no later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund from Defendant.

e. If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. After the checks are voided, the remaining funds from the voided checks will be transferred to the Court Appointed Special Advocates (CASA) of Kern County as a cy pres recipient. Defendant will provide a declaration for Plaintiff's motion for preliminary approval in support of the selection of CASA as the cy pres recipient, and all Parties and their counsel will aver that they have no financial interest in CASA.

f. Defendant will not be obligated to make any payments contemplated by this Settlement Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective Date of the Settlement Agreement.

g. Within sixty (60) calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendant's counsel.

59. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Settlement Agreement, all Participating Class Members will be bound by this Settlement Agreement.

60. Binding Effect Of Agreement On Aggrieved Employees and State of California. The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Approval Order and Judgment to have agreed to be bound by the release of the PAGA Released Claims during the PAGA Period as set forth in this Settlement Agreement.

61. Provisional Approval Of Settlement. Named Plaintiffs will file a motion in the Action requesting that the Court enter the Preliminary Approval Order shortly after this Settlement Agreement is fully executed. Defendant will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will provide Defendant's counsel at least 10 calendar days to review, and provide comments to, the draft motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if Defendant disputes any of the factual statements concerning the claims at issue included by the Named Plaintiffs in the motion and supporting papers. Defendant's counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

62. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Approval Order and Judgment.

Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

63. Final Approval Order and Judgment. The Named Plaintiffs will request that the Court enter, after the Settlement Hearing finally approving this Settlement Agreement, a proposed Final Approval Order and Judgment. Named Plaintiffs will request that the Final Approval Order and Judgment certify the Participating Class; find that this Settlement Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the Participating Class Members release the Released Parties from the Class Released Claims; order that the Aggrieved Employees and the State of California release the Released Parties from the PAGA Claims as set forth in this Settlement Agreement (to the extent permitted by law); and require the Parties to carry out the provisions of this Settlement Agreement.

64. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Settlement Agreement does not become final, the settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Settlement Agreement with respect to the Action, as if the Parties had never entered into this Settlement Agreement, and the class certified pursuant to this Settlement Agreement will be decertified for all purposes. In addition, in such event, the Settlement Agreement and all negotiations, court orders, and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of any and all Parties to this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

65. No Double Recovery. No person who has already released, assigned, or otherwise forfeited the claims asserted in the Action will be considered a Class Member or be entitled to recover under this Settlement Agreement. Such persons will be excluded from the Class List.

66. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not publicize the filing of the Action, the Parties' settlement, this Settlement Agreement and its terms, or the negotiations leading to this Settlement Agreement with anyone other than the Court, Class Members, or those individuals necessary to effectuate the terms of the Settlement Agreement. The prohibition set forth in this Paragraph 66 includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to Verdicts & Settlements or any other publication that summarizes the results of jury verdicts and settlements.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Settlement Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California LWDA.

b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement Agreement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Action by the Settlement Administrator as permitted by this Settlement Agreement, including the Judgment entered by the Court. Additionally, nothing herein will restrict Class Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

c. The Named Plaintiffs and Class Counsel agree that all data and information informally produced by Defendant in connection with the Action will be maintained in the strictest confidence and will not be used for any other purpose than to effectuate and/or enforce the Settlement. For example, Named Plaintiffs and Class Counsel agree that all data and information produced by Defendant will not be used to prosecute any other action. Within sixty (60) calendar days after the Final Approval Order and Judgment, or such other date as the Court may order, the

Named Plaintiffs and Class Counsel shall destroy data and information informally produced by Defendant in connection with the Action and its mediation, excepting the data and information related to the Named Plaintiffs.

67. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 66 of this Settlement Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Settlement Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named Plaintiffs. The Parties shall meet and confer in good faith and involve the Mediator as necessary before exercising such right.

68. Modification In Writing. This Settlement Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court. This Settlement Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

69. Ongoing Cooperation. The Named Plaintiffs and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement Agreement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement Agreement, the Parties agree to seek the assistance of the Mediator and, if still unable to resolve their dispute, the Court.

70. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Settlement Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court, or by email, to the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

BLACKSTONE LAW, APC
Jonathan M. Genish (State Bar No. 259031)
jgensih@blackstonepc.com
Miriam Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)

jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211
Tel: (310) 622-4278

D. LAW, INC
Emil Davtyan (State Bar No. 299363)
emil@d.law
David Yeremian (State Bar No. 226337)
d.yeremian@d.law
Roman Shkodnik (State Bar No. 285152)
r.shkodnik@d.law
Enoch J. Kim (State Bar No. 261146)
e.kim@d.law
Amanda Fazio (State Bar No. 346350)
a.fazio@d.law
Eric J. Naessig (State Bar No. 343081)
e.naessig@d.law
450 N Brand Blvd., Ste 840
Glendale, CA 91203
Tel: (818) 962-6465; Facsimile: (818) 962-6469

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
mstearns@rutan.com
Kenneth J. Zielinski (State Bar No. 258555)
kzielinski@rutan.com
K. Bartlett Jordan (State Bar No. 329893)
bjordan@rutan.com
Emily P. Propersi (State Bar No. 360022)
epropersi@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Tel: (714) 641-5100

71. Binding on Successors. This Settlement Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

72. Entire Agreement. This Settlement Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiffs, the Class

Members, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the settlement of the Action. This Settlement Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Settlement Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the PAGA Released Claims, and the Class Released Claims against Defendant and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Settlement Agreement.

73. Execution In Counterparts. This Settlement Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Settlement Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

74. Captions. The captions, section numbers, and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

75. Governing Law. This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

76. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Settlement Agreement.

77. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have

been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

78. Representation and Warranties. Class Counsel and the Named Plaintiffs represent and warrant to Defendant that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the settlement contemplated by this Settlement Agreement.

79. Authorization to Act. Each Party to this Settlement Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery, and performance of this Settlement Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Settlement Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the settlement, and to fully bind such Party to the terms and obligations of this Settlement Agreement.

80. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Approval Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiffs as provided by this Agreement.

81. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request to be excluded from the Class and not to object to any terms of this Settlement Agreement. Any such request by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

82. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Settlement Agreement.

83. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement, other than as provided in this Settlement Agreement.

84. No Collateral Attack. This Settlement Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement Agreement.

IT IS SO AGREED:

Dated: 12/05/2025

PLAINTIFF GABRIELA GUERRERO

By: Gabriela Guerrero
Plaintiff Gabriela Guerrero

Dated: _____

PLAINTIFF OSMIN CHAVARRIA MEJIA

By: _____
Plaintiff Osmin Chavarria Mejia

Dated: _____

PLAINTIFF ELMER CHAVARRIA MEJIA

By: _____
Plaintiff Elmer Chavarria Mejia

Dated: _____

PLAINTIFF RAFAEL MEJIVAR CASTELLANOS

By: _____
Plaintiff Rafael Mejivar Castellanos

Dated: _____

DEFENDANT SAR CALIFORNIA HOLDCO INC. dba SARKU JAPAN

_____
Alan Luk, Director, Legal & Development

APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY PARAGRAPH 66:

Dated: 12/05/2025

BLACKSTONE LAW

By: _____
Alexandra Rose
Counsel for Plaintiff Gabriela Guerrero

Docusign Envelope ID: 9CE9B8CB-2D41-42D3-870B-836C0A769F45

Dated: _____

PLAINTIFF GABRIELA GUERRERO

By: _____
Plaintiff Gabriela Guerrero

Dated: December 4, 2025

PLAINTIFF OSMIN CHAVARRIA MEJIA

DocuSigned by:
By: _____
BED81B6F7C85465...
Plaintiff Osmin Chavarria Mejia

Dated: December 4, 2025

PLAINTIFF ELMER CHAVARRIA MEJIA

DocuSigned by:
By: _____
3DFBF5EEBFC0470...
Plaintiff Elmer Chavarria Mejia

Dated: December 4, 2025

PLAINTIFF RAFAEL MEJIVAR CASTELLANOS

Firmado por:
By: _____
63C65F18096548A...
Plaintiff Rafael Mejivar Castellanos

Dated: December 18, 2025

DEFENDANT SAR CALIFORNIA HOLDCO INC. dba SARKU JAPAN

_____
Michael Fricker, Vice President

APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY PARAGRAPH 66:

Dated: _____

BLACKSTONE LAW

By: _____
Alexandra Rose
Counsel for Plaintiff Gabriela Guerrero

Docusign Envelope ID: 9CE9B8CB-2D41-42D3-870B-836C0A769F45

Dated: December 5, 2025

D.LAW, INC.

By: _____

Enoch J. Kim
Counsel for Plaintiffs Osmin Chavarria Mejia, Elmer Chavarria Mejia, and Rafael Menjivar Castellanos

APPROVED AS TO FORM AND CONTENT:

Dated: December 22, 2025

RUTAN & TUCKER, LLP

By: _____

Maria Z. Stearns
Counsel for SAR California Holdco Inc. dba Sarku Japan

EXHIBIT 2

Row Labels	Sum of Billable Time
Amanda Fazio	44.4
Roman Shkodnik	20.0
Arianna Razi	19.7
Norayr Zakaryan	7.7
Enoch Kim	7.0
Eric Naessig	4.3
Katheryn Perez	3.8
Jonathan Morataya	1.4
Janet Linares	1.2
Anna Iwata	1.1
Anne Beuttel	0.2
Silvia Pimentel	0.1
Grand Total	110.9

Attorney	Total Time	Rate	Total Billable Amount
Amanda Fazio	44.4	$ 475.00	$ 21,090.00
Roman Shkodnik	20	$ 1,045.00	$ 20,900.00
Arianna Razi	19.7	$ 475.00	$ 9,357.50
Norayr Zakaryan	7.7	$ 475.00	$ 3,657.50
Enoch Kim	7	$ 1,045.00	$ 7,315.00
Eric Naessig	4.3	$ 585.00	$ 2,515.50
Total	**103.1**		**$ 64,835.50**

Paralegal	Total Time	Rate	Total Billable Amount
Katheryn Perez	3.8	$ 250.00	$ 950.00
Jonathan Morataya	1.4	$ 300.00	$ 420.00
Janet Linares	1.2	$ 250.00	$ 300.00
Anna Iwata	1.1	$ 275.00	$ 302.50
Anne Beuttel	0.2	$ 275.00	$ 55.00
Silvia Pimentel	0.1	$ 350.00	$ 35.00
Total	**7.8**		**$ 2,062.50**

Grand Total	Total Time		Total Billable Amount
Attorneys	103.1		$ 64,835.50
Paralegals	7.8		$ 2,062.50
Total	**110.9**		**$ 66,898.00**

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chavarria, et al. v. SAR California Holdco, Inc.	11/21/2023	1.1	Amanda Fazio	Review/analyze personnel file and potential CoAs
Chavarria, et al. v. SAR California Holdco, Inc.	11/21/2023	0.8	Janet Linares	Opened new case on neos for Osmin and Elmer and uploaded all docs from SharePoint. Emailed retainer, summary of issues, class rep duties, and general authorization to DY, Silvia, Lauren, Katheryn.
Chavarria, et al. v. SAR California Holdco, Inc.	11/27/2023	1.2	Amanda Fazio	Draft LWDA PAGA letter
Chavarria, et al. v. SAR California Holdco, Inc.	11/27/2023	3.9	Amanda Fazio	Draft WHCA complaint
Chavarria, et al. v. SAR California Holdco, Inc.	12/1/2023	2.0	Roman Shkodnik	review complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	12/6/2023	1.5	Roman Shkodnik	prepare complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	12/11/2023	0.2	Janet Linares	Created and added new plaintiff (Menjivar) to case and uploaded all docs from SharePoint. Emailed retainer, summary of issues, class rep duties, and general authorization to DY, Silvia, Lauren, Roman, and Katheryn. Sent message to Roman re adding third pl
Chavarria, et al. v. SAR California Holdco, Inc.	12/12/2023	0.1	Amanda Fazio	reviewed complaint
Chavarria, et al. v. SAR California Holdco, Inc.	12/15/2023	2.0	Roman Shkodnik	review complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	12/20/2023	2.5	Roman Shkodnik	work on the complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	1/3/2024	1.0	Amanda Fazio	drafting Plaintiffs' discovery requests
Chavarria, et al. v. SAR California Holdco, Inc.	1/3/2024	1.0	Amanda Fazio	drafting Plaintiffs' discovery requests
Chavarria, et al. v. SAR California Holdco, Inc.	1/3/2024	0.8	Amanda Fazio	reviewed available personnel file
Chavarria, et al. v. SAR California Holdco, Inc.	1/4/2024	1.0	Amanda Fazio	revising complaint to include recently retained third plaintiff
Chavarria, et al. v. SAR California Holdco, Inc.	1/5/2024	3.0	Roman Shkodnik	finalize complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	1/5/2024	0.6	Amanda Fazio	editing LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	1/8/2024	1.0	Amanda Fazio	revising Complaint and LWDA letter
Chavarria, et al. v. SAR California Holdco, Inc.	1/9/2024	0.2	Amanda Fazio	reviewed and made minor revisions to complaint
Chavarria, et al. v. SAR California Holdco, Inc.	1/16/2024	0.1	Katheryn Perez	tagging calendared event to the case.
Chavarria, et al. v. SAR California Holdco, Inc.	1/16/2024	0.2	Amanda Fazio	reviewing WT claims
Chavarria, et al. v. SAR California Holdco, Inc.	2/7/2024	0.2	Amanda Fazio	organizing deadlines and checking for JPA and reviewing potential wt claims
Chavarria, et al. v. SAR California Holdco, Inc.	2/29/2024	1.0	Amanda Fazio	drafting FAC
Chavarria, et al. v. SAR California Holdco, Inc.	3/11/2024	0.3	Amanda Fazio	revising FAC to include PAGA
Chavarria, et al. v. SAR California Holdco, Inc.	3/14/2024	1.0	Roman Shkodnik	review FAC
Chavarria, et al. v. SAR California Holdco, Inc.	3/14/2024	0.1	Amanda Fazio	reviewing FAC
Chavarria, et al. v. SAR California Holdco, Inc.	3/29/2024	0.7	Amanda Fazio	sent jpa to all 3 clients and called them to explain
Chavarria, et al. v. SAR California Holdco, Inc.	4/1/2024	0.1	Amanda Fazio	Review/analyze if all clients signed JPA
Chavarria, et al. v. SAR California Holdco, Inc.	4/2/2024	0.2	Amanda Fazio	reviewed docusign to see if client Rafael signed JPA
Chavarria, et al. v. SAR California Holdco, Inc.	4/8/2024	0.1	Amanda Fazio	attempted to call client Rafael re: JPA agreement
Chavarria, et al. v. SAR California Holdco, Inc.	4/15/2024	0.1	Amanda Fazio	confirming receipt of mediation information
Chavarria, et al. v. SAR California Holdco, Inc.	4/17/2024	0.2	Amanda Fazio	briefly reviewing wish list
Chavarria, et al. v. SAR California Holdco, Inc.	4/19/2024	0.5	Amanda Fazio	revising informal discovery list
Chavarria, et al. v. SAR California Holdco, Inc.	4/22/2024	0.1	Amanda Fazio	responding to OC re joint statement
Chavarria, et al. v. SAR California Holdco, Inc.	4/23/2024	0.3	Amanda Fazio	revising joint stip, sending to co counsel and sending to OC for filing
Chavarria, et al. v. SAR California Holdco, Inc.	4/29/2024	0.5	Roman Shkodnik	review joint statement
Chavarria, et al. v. SAR California Holdco, Inc.	4/29/2024	0.5	Amanda Fazio	drafting CMS statement
Chavarria, et al. v. SAR California Holdco, Inc.	5/14/2024	0.1	Amanda Fazio	discussion about hearing with Roman
Chavarria, et al. v. SAR California Holdco, Inc.	5/14/2024	1.0	Amanda Fazio	attending CMC
Chavarria, et al. v. SAR California Holdco, Inc.	5/16/2024	0.1	Amanda Fazio	reviewing posture of the case
Chavarria, et al. v. SAR California Holdco, Inc.	9/6/2024	0.2	Amanda Fazio	attempted to call elmer for wt intake
Chavarria, et al. v. SAR California Holdco, Inc.	9/6/2024	1.1	Amanda Fazio	call with Rafael to help him sign docusign and run WT intake
Chavarria, et al. v. SAR California Holdco, Inc.	9/6/2024	0.4	Amanda Fazio	WT intake with Osmin Chavarria
Inc.	9/12/2024	0.2	Katheryn Perez	draft ntc of change of address.
Inc.	11/15/2024	0.6	Amanda Fazio	set up
Chavarria, et al. v. SAR California Holdco, Inc.	11/21/2024	0.3	Amanda Fazio	Call with OC and Co-Counsel re mediation
Chavarria, et al. v. SAR California Holdco, Inc.	11/22/2024	0.1	Anne Beuttel	Checking to see if the case is open
Chavarria, et al. v. SAR California Holdco, Inc.	11/22/2024	0.1	Anne Beuttel	Checking to see if the case is open
Chavarria, et al. v. SAR California Holdco, Inc.	12/2/2024	0.2	Amanda Fazio	draft notice of unavailability

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chavarria, et al. v. SAR California Holdco, Inc.	12/3/2024	1.1	Amanda Fazio	emailed Adam re: which clients we are declining, called Elmer and ran his WT intake, sent intake to DY, called Rafael to decline WT (no response, left a vm for him to call us back)
Chavarria, et al. v. SAR California Holdco, Inc.	12/4/2024	0.3	Amanda Fazio	call with client Rafael to decline WT case, sent email to memorialize
Chavarria, et al. v. SAR California Holdco, Inc.	12/11/2024	1.0	Roman Shkodnik	review mediation brief
Chavarria, et al. v. SAR California Holdco, Inc.	12/13/2024	0.3	Amanda Fazio	call with client Elmer to decline WT and sent confirming email
Chavarria, et al. v. SAR California Holdco, Inc.	12/16/2024	0.8	Amanda Fazio	reviewing mediation brief and taking notes to prep for mediation
Chavarria, et al. v. SAR California Holdco, Inc.	12/17/2024	0.4	Katheryn Perez	File ntc of unavailability
Chavarria, et al. v. SAR California Holdco, Inc.	12/17/2024	6.6	Amanda Fazio	attending mediation
Chavarria, et al. v. SAR California Holdco, Inc.	12/18/2024	0.8	Amanda Fazio	drafting CMS
Chavarria, et al. v. SAR California Holdco, Inc.	1/7/2025	2.0	Roman Shkodnik	review MOU
Chavarria, et al. v. SAR California Holdco, Inc.	1/7/2025	0.9	Amanda Fazio	revising MOU
Chavarria, et al. v. SAR California Holdco, Inc.	1/9/2025	0.1	Katheryn Perez	Update calendar with reset cmc date and upload court notice.
Chavarria, et al. v. SAR California Holdco, Inc.	1/22/2025	0.1	Katheryn Perez	uploading conformed copy.
Chavarria, et al. v. SAR California Holdco, Inc.	2/3/2025	0.1	Janet Linares	Update Mediations/Settlement info
Chavarria, et al. v. SAR California Holdco, Inc.	2/5/2025	2.0	Roman Shkodnik	review MOU
Chavarria, et al. v. SAR California Holdco, Inc.	2/5/2025	0.9	Amanda Fazio	revising MOU and sending to Co counsel
Chavarria, et al. v. SAR California Holdco, Inc.	2/10/2025	0.1	Katheryn Perez	check on status of case.
Chavarria, et al. v. SAR California Holdco, Inc.	2/10/2025	0.1	Amanda Fazio	reviewing next hearing and if preliminary approval hearing scheduled
Chavarria, et al. v. SAR California Holdco, Inc.	2/13/2025	0.1	Katheryn Perez	Indicated transfer to enoch's team on special note.
Chavarria, et al. v. SAR California Holdco, Inc.	2/13/2025	0.1	Amanda Fazio	updated Class settlement sheet with date of next CMC and joint report
Chavarria, et al. v. SAR California Holdco, Inc.	2/14/2025	0.5	Amanda Fazio	call with Co counsel to discuss main issues re: mou and Defendant's concerns. spoke with Roman re: call and how we want to proceed
Chavarria, et al. v. SAR California Holdco, Inc.	2/14/2025	0.3	Amanda Fazio	call with oc and co counsel to discuss mou
Chavarria, et al. v. SAR California Holdco, Inc.	2/25/2025	0.1	Amanda Fazio	reviewing emails to OC and co counsel
Chavarria, et al. v. SAR California Holdco, Inc.	2/26/2025	0.1	Amanda Fazio	reviewing email from co counscel to oc echoing our sentiments re: transferring cases between counties
Chavarria, et al. v. SAR California Holdco, Inc.	3/7/2025	0.3	Amanda Fazio	revising tolling agreement and sending to co counsel
Chavarria, et al. v. SAR California Holdco, Inc.	3/7/2025	1.3	Amanda Fazio	draft tolling agreement
Chavarria, et al. v. SAR California Holdco, Inc.	3/7/2025	0.4	Amanda Fazio	revising joint stip and proposed order
Chavarria, et al. v. SAR California Holdco, Inc.	3/7/2025	0.2	Amanda Fazio	reviewing email from OC re: filing stip, discussing with Roman and responding to OC
Chavarria, et al. v. SAR California Holdco, Inc.	3/10/2025	0.1	Amanda Fazio	confirming all individual cases were declined
Chavarria, et al. v. SAR California Holdco, Inc.	3/10/2025	0.1	Janet Linares	Update Topfiling/JPA tab
Chavarria, et al. v. SAR California Holdco, Inc.	3/11/2025	0.4	Katheryn Perez	Upload documents filed by defendant.
Chavarria, et al. v. SAR California Holdco, Inc.	3/12/2025	0.3	Norayr Zakaryan	reviewing the case regarding filing deadlines
Chavarria, et al. v. SAR California Holdco, Inc.	3/14/2025	1.0	Roman Shkodnik	review settlement agreement1

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chavarria, et al. v. SAR California Holdco, Inc.	3/14/2025	0.5	Roman Shkodnik	review tolling agreement
Chavarria, et al. v. SAR California Holdco, Inc.	3/17/2025	0.4	Amanda Fazio	drafting CMS
Chavarria, et al. v. SAR California Holdco, Inc.	3/17/2025	0.4	Amanda Fazio	sending tolling agreement and contacting all clients explaining tolling agreement and asking them to sign
Chavarria, et al. v. SAR California Holdco, Inc.	3/26/2025	0.2	Norayr Zakaryan	reviewing the case on court's docket and conferring with legal team regarding continued CMC dates
Chavarria, et al. v. SAR California Holdco, Inc.	3/28/2025	0.5	Amanda Fazio	attempting to reach out to clients fto sign tolling agreement
Chavarria, et al. v. SAR California Holdco, Inc.	4/17/2025	0.3	Amanda Fazio	called Osmin re: tolling agreement and resent. Called other clients, no response left cm
Chavarria, et al. v. SAR California Holdco, Inc.	4/17/2025	0.2	Amanda Fazio	reviewing operative complaint and sending to Co Counsel
Chavarria, et al. v. SAR California Holdco, Inc.	4/21/2025	0.1	Amanda Fazio	adding checklist to neos
Chavarria, et al. v. SAR California Holdco, Inc.	4/30/2025	0.1	Norayr Zakaryan	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
Chavarria, et al. v. SAR California Holdco, Inc.	5/5/2025	0.2	Amanda Fazio	discussing case with Kat
Chavarria, et al. v. SAR California Holdco, Inc.	5/12/2025	0.2	Amanda Fazio	discussing case with Roman and attempting to call client re: mou
Chavarria, et al. v. SAR California Holdco, Inc.	5/13/2025	0.2	Katheryn Perez	contact rafael castellanos re: MOU requested. Received MOU and tolling agreement signed by Castellanos
Chavarria, et al. v. SAR California Holdco, Inc.	5/13/2025	0.9	Amanda Fazio	finalizing MOU formatting
Chavarria, et al. v. SAR California Holdco, Inc.	5/19/2025	0.2	Amanda Fazio	reviewing whether case settled for less than $20/ww
Chavarria, et al. v. SAR California Holdco, Inc.	5/28/2025	0.2	Katheryn Perez	spoke to the Chavarria regarding the tolling agreement
Chavarria, et al. v. SAR California Holdco, Inc.	5/29/2025	0.2	Katheryn Perez	update zoom info
Chavarria, et al. v. SAR California Holdco, Inc.	5/29/2025	1.0	Katheryn Perez	confirm with Osmin if he got the tolling agreement
Chavarria, et al. v. SAR California Holdco, Inc.	5/29/2025	0.2	Katheryn Perez	Attempt calling Osmin but was unable to reach him - left a voicemail and sent over tolling agreement via docusign
Chavarria, et al. v. SAR California Holdco, Inc.	5/29/2025	1.0	Amanda Fazio	revising Chavarria complaint
Chavarria, et al. v. SAR California Holdco, Inc.	5/30/2025	1.0	Roman Shkodnik	review amended complaint
Chavarria, et al. v. SAR California Holdco, Inc.	6/3/2025	1.5	Amanda Fazio	drafting request for dismissal and discussing case with Roman
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2025	0.2	Amanda Fazio	discussing case with Noro and CMC
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2025	0.5	Norayr Zakaryan	conferred and coordinated with litigation team and legal team regarding the upcoming CMC hearing. Prepared notice of remote appearance
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2025	0.5	Norayr Zakaryan	checked the case status, conferred with litigation team, and checked the court's rules on remote appearance request notice
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2025	0.3	Anna Iwata	Found top-filing case info and added info onto Neos and spreadsheet
Chavarria, et al. v. SAR California Holdco, Inc.	6/20/2025	0.2	Amanda Fazio	briefly reviewing settlement agreement draft
Chavarria, et al. v. SAR California Holdco, Inc.	6/25/2025	0.2	Katheryn Perez	Upload joint stip.
Chavarria, et al. v. SAR California Holdco, Inc.	6/25/2025	0.5	Amanda Fazio	reviewing draft joint stip and proposed order and emailed oc
Chavarria, et al. v. SAR California Holdco, Inc.	6/26/2025	0.1	Anna Iwata	downloaded and uploaded def docs from NB
Chavarria, et al. v. SAR California Holdco, Inc.	7/8/2025	0.3	Amanda Fazio	discussing case with Roman and sending settlement agreement to settlement team
Chavarria, et al. v. SAR California Holdco, Inc.	7/11/2025	0.1	Amanda Fazio	discussing case with Roman: re settlement agreement
Chavarria, et al. v. SAR California Holdco, Inc.	7/11/2025	0.2	Anna Iwata	drafted Ntc of Remote Appearance
Chavarria, et al. v. SAR California Holdco, Inc.	7/18/2025	0.1	Katheryn Perez	upload conformed copy.
Chavarria, et al. v. SAR California Holdco, Inc.	8/19/2025	0.3	Amanda Fazio	discussing case with Roman and Noro
Chavarria, et al. v. SAR California Holdco, Inc.	8/19/2025	0.4	Norayr Zakaryan	reviewing the procedural history and the case status
Chavarria, et al. v. SAR California Holdco, Inc.	8/20/2025	2.7	Norayr Zakaryan	reviewing and revising the LFA draft provided by OC and Co-sounsel
Chavarria, et al. v. SAR California Holdco, Inc.	8/26/2025	0.2	Norayr Zakaryan	phone call with co-counsel
Chavarria, et al. v. SAR California Holdco, Inc.	8/26/2025	3.2	Enoch Kim	Review and revise settlement agreement; confer with NZ re same.
Chavarria, et al. v. SAR California Holdco, Inc.	9/2/2025	0.9	Norayr Zakaryan	reviewing' the complaint draft provided by Co-counsel
Chavarria, et al. v. SAR California Holdco, Inc.	9/4/2025	0.4	Amanda Fazio	reviewing brief to confirm employment start and end date
Chavarria, et al. v. SAR California Holdco, Inc.	9/4/2025	1.5	Norayr Zakaryan	reviewed co-counsel's complaint draft
Chavarria, et al. v. SAR California Holdco, Inc.	9/4/2025	0.4	Norayr Zakaryan	conferring with co-counsel and coordinating with senior counsel regarding the long form agreement
Chavarria, et al. v. SAR California Holdco, Inc.	9/5/2025	0.1	Amanda Fazio	reviewing email from OC re: settlement notice
Chavarria, et al. v. SAR California Holdco, Inc.	9/9/2025	0.2	Katheryn Perez	confirm with mediator's assistant mediation split fee. Blackstone paid 50% and Def paid 50%. sent to NB per her request.
Chavarria, et al. v. SAR California Holdco, Inc.	9/12/2025	0.1	Amanda Fazio	updating personal case list
Chavarria, et al. v. SAR California Holdco, Inc.	9/26/2025	0.2	Amanda Fazio	reviewing and revising joint statement
Chavarria, et al. v. SAR California Holdco, Inc.	9/26/2025	0.1	Anna Iwata	uploaded def's proposed order and stip to cont CMC
Chavarria, et al. v. SAR California Holdco, Inc.	10/10/2025	0.2	Anna Iwata	uploaded signed order to conbt cmc and recalendared dates and deadlines

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chavarria, et al. v. SAR California Holdco, Inc.	11/6/2025	0.6	Eric Naessig	Reviewed Settlement Agreement Draft
Chavarria, et al. v. SAR California Holdco, Inc.	11/6/2025	1.2	Eric Naessig	Reviewed First Amended Complaint
Chavarria, et al. v. SAR California Holdco, Inc.	11/7/2025	0.6	Eric Naessig	Drafted Email to Co-Counsel Explaining Firm's Issues with Settlement Draft
Chavarria, et al. v. SAR California Holdco, Inc.	11/7/2025	1.9	Eric Naessig	Reviewed Settlement Agreement Draft
Chavarria, et al. v. SAR California Holdco, Inc.	12/8/2025	0.1	Anna Iwata	saved signed settlement agreement
Chavarria, et al. v. SAR California Holdco, Inc.	12/9/2025	0.1	Amanda Fazio	emailing OC to confirm /s/
Chavarria, et al. v. SAR California Holdco, Inc.	12/12/2025	0.1	Silvia Pimentel	Doc drop
Chavarria, et al. v. SAR California Holdco, Inc.	1/5/2026	0.1	Anna Iwata	uploaded crt's ntc and calendared
Chavarria, et al. v. SAR California Holdco, Inc.	2/3/2026	1.8	Enoch Kim	Review and revise request for dismissal of class, PAGA and individual claims.
Chavarria, et al. v. SAR California Holdco, Inc.	2/3/2026	3.5	Arianna Razi	Draft request for dismissal, my declaration in support thereof, and proposed order.
Chavarria, et al. v. SAR California Holdco, Inc.	2/4/2026	1.0	Enoch Kim	Review declarations in support of preliminary approval motion.
Chavarria, et al. v. SAR California Holdco, Inc.	2/4/2026	3.0	Arianna Razi	Draft plaintiffs' declarations in support of motion for preliminary approval.
Chavarria, et al. v. SAR California Holdco, Inc.	2/4/2026	1.7	Arianna Razi	Draft EK's declaration in support of motion for preliminary approval.
Chavarria, et al. v. SAR California Holdco, Inc.	2/4/2026	0.9	Arianna Razi	Review EK's revisions to proposed order and request for dismissal. Make corresponding revisions to my declaration and finalize for filing.
Chavarria, et al. v. SAR California Holdco, Inc.	2/5/2026	0.1	Jonathan Morataya	Email Plaintiff their Declaration for signaturer
Chavarria, et al. v. SAR California Holdco, Inc.	2/5/2026	0.5	Jonathan Morataya	Contact Plaintiffs regarding their Settlement Agreement and message AR.
Chavarria, et al. v. SAR California Holdco, Inc.	3/4/2026	0.7	Arianna Razi	Review MPA papers in advance of tomorrow's MPA hearing.
Chavarria, et al. v. SAR California Holdco, Inc.	3/5/2026	1.1	Arianna Razi	Attend motion for preliminary approval hearing remotely. Draft hearing memo for team.
Chavarria, et al. v. SAR California Holdco, Inc.	3/6/2026	0.3	Arianna Razi	Review correspondence between administrator and co-counsel.
Chavarria, et al. v. SAR California Holdco, Inc.	3/6/2026	0.1	Jonathan Morataya	Update all Plaintiffs' regarding PA hearing.
Chavarria, et al. v. SAR California Holdco, Inc.	3/18/2026	0.3	Arianna Razi	Review email chain between co-counsel, defense counsel, and administrator.
Chavarria, et al. v. SAR California Holdco, Inc.	3/18/2026	0.4	Arianna Razi	Review administrator's revisions to class notice and defense counsel's proposed revisions to class notice.
Chavarria, et al. v. SAR California Holdco, Inc.	3/26/2026	0.4	Arianna Razi	Review preliminary calculations circulated by administrator.
Chavarria, et al. v. SAR California Holdco, Inc.	5/20/2026	0.3	Amanda Fazio	file review and updating open case list
Chavarria, et al. v. SAR California Holdco, Inc.	6/12/2026	3.2	Arianna Razi	Draft plaintiffs' declarations in support of motion for final approval.
Chavarria, et al. v. SAR California Holdco, Inc.	6/12/2026	2.6	Arianna Razi	Draft Enoch Kim's declaration in support of motion for final approval.
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2026	1.0	Enoch Kim	Review final approval motion documents.
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2026	0.1	Jonathan Morataya	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
Chavarria, et al. v. SAR California Holdco, Inc.	6/16/2026	0.4	Jonathan Morataya	Email Plaintiffs Declarations, contact Plaintiffs re: Declarations, and provide AR an update about this.
Chavarria, et al. v. SAR California Holdco, Inc.	6/17/2026	1.3	Arianna Razi	Review attorney time records and include attorney time into Enoch Kim's declaration.
Chavarria, et al. v. SAR California Holdco, Inc.	6/17/2026	0.3	Arianna Razi	Talk to class member on the phone re: class notice. Draft email to co-counsel re: emailing administrator about potential class member.
Chavarria, et al. v. SAR California Holdco, Inc.	6/17/2026	0.2	Jonathan Morataya	Follow up message to all Plaintiffs re: Declarations in support of Final Approval and message AR about this.

EXHIBIT 3

LAFFEY MATRIX

History
Case Law
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

Chavarria, et al. v. SAR California Holdco, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
3/3/23		PRR Postage		USPS		$ 49.48
1/9/24		LWDA		LWDA		$ 75.00
1/9/24		LWDA Postage		USPS		$ 19.16
1/12/24		Filing of Summons and Complaint		Proceed		$ 1,493.24
1/17/24		Personal Service of Summons and Complaint		Proceed		$ 87.55
2/21/24		Notice of Acknowledement of Receipt		Proceed		$ 15.04
4/9/24		First Amended Complaint		Proceed		$ 15.04
4/29/24		Case Management Statement		Proceed		$ 15.19
5/6/24		Notice of Remote Appearance		Proceed		$ 15.19
10/3/24		Notice of Change of Address		Proceed		$ 15.19
12/18/24		Case Management Statement		Proceed		$ 15.19
12/19/24		Expert Mediation Analysis		Berger Consulting		$ 715.50
1/3/25		Notice of Unavailabilty		Proceed		$ 15.19
5/19/25		Notice of Association		Proceed		$ 15.27
6/25/25		(Rejected) Notice of Remote Appearance		Proceed		$ 11.39
6/26/25		Notice of Remote Appearance		Proceed		$ 15.27
12/19/25		Notice of Unavailabilty		Proceed		$ 15.27
12/26/25		Case Management Statement		Proceed		$ 15.27
2/5/26		Notice		Proceed		$ 15.01
3/2/26		Notice of Disassociation; Change of Address		Proceed		$ 15.01
				Total		**$ 2,598.97**