

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ERIKA MANSILLA and GUADALUPE
CARRILLO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

DARBUN ENTERPRISES, INCORPORATED
DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Lead Case No. 23STCV23213
[Related Case No. 24STCV10269]

*[Assigned for All Purposes to the Hon.
William F. Highberger, Dept. 10]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: May 11, 2026

Time: 11:30 a.m.

Dept: 10

Action Filed: September 25, 2023

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Erika Mansilla and Guadalupe Carrillo’s (collectively “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Procedural History

4. On November 15, 2023, Plaintiffs provided written notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiffs' PAGA letter to the LWDA and Defendant is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiffs that it intended to investigate within 65 days of this written notice. Therefore, on April 24, 2024, Plaintiffs filed a representative action against Defendant for civil penalties under PAGA, in the Superior Court of California, County of Los Angeles, Case No. 24STCV10269 ("PAGA Action").

6. On April 22, 2025, the Parties participated in a private full-day mediation with mediator Steve Cerveris. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. The Parties accepted the

1
DECLARATION OF JOHN G. YSLAS IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

mediator's proposal and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on November 11, 2025.

7. The Parties finalized the Settlement in December 2025. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties' proposed Class Notice. A true and correct copy of the Settlement Agreement redlined against the Los Angeles Superior Court Model Class Action and PAGA Settlement Agreement upon which it was based is attached hereto as **Exhibit 3**.

8. On February 3, 2026, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the submission confirmation my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 4**.

Investigation and Exposure Analysis

9. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiffs' Counsel assessed the value to the class claims using the documents and data Defendant produced in informal discovery. The data and documents produced by Defendant included the number of Class Members and Aggrieved Employees, the number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, the average rate of pay, documents concerning Plaintiffs, Defendant's written wage-and-hour policies, and a random sampling of Class Members' time and payroll records. Plaintiffs' Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial.

10. Defendant's records show that there are approximately 1,050 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class Member's claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery.

11. Plaintiffs have alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods,

reimbursements for business expenses, accurate wage statements, timely payment of wages upon separation of employment, and timely production of employment records. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, reimbursement, and employment record production policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony.

12. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, Plaintiffs' Counsel evaluated Defendant's maximum exposure. Plaintiffs' Counsel took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including class member timekeeping and payroll records, as well as class member demographics, with the assistance of a statistics expert, Plaintiffs' Counsel created a damages model to evaluate the realistic range of potential recovery for the class.

13. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to routinely perform work duties off the clock. For example, Plaintiffs allege that Defendant required them and other Class Members to wait in line to clock in, receive phone calls from supervisors while off the clock, and work through their recorded meal periods. Based on these allegations, Plaintiffs' Counsel conservatively estimated that Class Members worked one (1) hour off the clock per week as overtime in calculating potential exposure to be approximately \$4,808,256.80 for these claims (124,389 workweeks x \$25.77 hourly rate x 1.5 overtime rate of pay x 1.00 hour of unpaid work per workweek). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class

1 certification was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount based on a
2 30% chance of succeeding at class certification and a 30% chance of succeeding at trial on the
3 merits, yielding a realistic damage estimate of approximately \$432,743.11 ($\$4,808,256.80 \times 30\%$
4 $\times 30\%$).

5 14. Meal Periods: Plaintiffs' meal period claim was based on the allegation that
6 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period
7 premiums in lieu thereof. For example, Plaintiffs allege that Defendant regularly required them
8 and other Class Members to work through their meal periods. Additionally, Plaintiffs' Counsel's
9 expert found a violation rate of approximately 60.7% in Defendant's time and payroll records for
10 shifts greater than five (5) hours. Therefore, potential liability for the meal period claims is
11 approximately \$5,917,453.57 (378,296 shifts greater than 5 hours $\times$ \$25.77 hourly rate $\times$ 60.7%
12 violation rate). However, Defendant argued that Class Members were covered by meal period
13 waivers. Accordingly, Plaintiffs' Counsel applied a risk discount based on a 50% chance of
14 succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a
15 realistic damage estimate of approximately \$1,183,490.72 ($\$5,917,453.57 \times 50\% \times 40\%$).

16 15. Rest Periods: Plaintiffs' rest period claim was based on the allegation that
17 Defendant failed to provide Class Members with legally compliant rest periods or pay rest
18 period premiums in lieu thereof. For example, Plaintiffs allege that Defendant required them
19 and other Class Members to work through all the rest periods they were owed. Based on these
20 allegations, Plaintiffs' Counsel applied a 100% violation rate to all shifts of 3.5 hours or longer.
21 Therefore, potential liability for the rest period claims is approximately \$9,936,035.82 (385,566
22 shifts of 3.5 hours or longer $\times$ \$25.77 hourly rate $\times$ 100% violation rate). However, Plaintiffs'
23 Counsel discounted this figure to account for the difficulty of certifying and proving rest period
24 claims, particularly because rest periods do not have to be recorded, and to account for the
25 possibility of Class Members voluntarily choosing to forego a rest period. Because this claim
26 would have relied exclusively on Class Member testimony, Plaintiffs' Counsel discounted this
27 claim based on a 30% chance of succeeding at class certification and a 20% chance of succeeding

28 ///

at trial, yielding a realistic damage estimate of approximately \$596,162.15 ($\$9,936,035.82 \times 30\% \times 20\%$).

16. Reimbursement: Plaintiffs' reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant. For example, Plaintiffs allege that Defendant failed to reimburse them and other Class Members for mandatory cell phone and for work attire such as medical scrubs. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendant was liable to each class member for \$30 per pay period, or \$7.50 per workweek, in unreimbursed expenses, for a total amount of approximately \$932,917.50 ($\$7.50 \times 124,389$ workweeks). Plaintiffs' Counsel discounted this figure based on an evaluation of a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial to account for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage estimate of approximately \$83,962.58 ($\$932,917.50 \times 30\% \times 30\%$).

17. In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$20.67 million, but after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for these non-penalty wage claims is approximately \$2,212,395.98.

18. Derivative Penalties: Plaintiffs allege that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that Defendant's realistic potential liability is approximately \$329,937.49. Defendant's maximum potential liability for waiting time penalties is approximately \$3,392,208.18 ($[426 \text{ employees} \times \$25.77 \text{ hourly rate} \times 8.00 \text{ hours/day} \times 30 \text{ days}] + [426 \text{ employees} \times \$25.77 \text{ hourly rate} \times 2.30 \text{ hours of overtime/day} \times 1.5 \text{ overtime rate} \times 30 \text{ days}]$) based on approximately 426 formerly employed class members during the 3-year statute of limitations period. Defendant's maximum potential liability for inaccurate wage statements is approximately \$2,106,750.00 ($[609 \text{ employees} \times 1 \text{ initial}$

violation/employee x \$50 for an initial violation] + [(21,372 pay periods - 609 initial violations) x \$100 for each subsequent violation]) based on approximately 609 class members who worked during the 1-year statute of limitations period and approximately 21,372 pay periods in the statutory timeframe. In light of the foregoing, Plaintiffs' Counsel believes that it would be unrealistic to expect the Court to award the full \$5,498,958.18 in statutory penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$2,212,395.98, such a disproportionate award would also raise due process concerns. As such, Plaintiffs' Counsel discounted these figures to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$203,532.49 for waiting time penalty claims ($\$3,392,208.18 \times 30\% \times 20\%$), and approximately \$126,405.00 for wage statement penalty claims ($\$2,106,750.00 \times 30\% \times 20\%$), or approximately \$329,937.49 total for statutory penalties.

19. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendant's potential exposure could potentially reach \$2,021,200.00, assuming the initial \$100 penalty would apply for each of the 20,212 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiffs' Counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$202,120.00 for PAGA penalties ($\$2,021,200.00 \times 10\%$). The settlement allocates \$75,000.00 of the Gross Settlement Amount to PAGA penalties, therefore the PAGA allocation amounts to 37% of the realistic maximum damages for PAGA penalties ($\$75,000.00 / \$202,120.00$).

20. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$2,828,416.05. This means that the gross settlement figure represents approximately 53% of the realistic maximum recovery ($\$1,500,000.00 / \$2,828,416.05$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed,

1 because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will
2 avoid the risk of an unfavorable judgment.

3 21. Based on the figures in the Settlement Agreement, the Net Settlement Amount
4 available for class settlement payments is currently estimated to be \$864,150.00 for
5 approximately 1,050 Class Members. As a result, each Settlement Class Member would be
6 eligible to receive an average net benefit of approximately \$823.00.

7 **Plaintiffs' Counsel's Qualifications**

8 22. Plaintiffs are represented by WLF. The attorneys at WLF performed significant
9 work and expended litigation costs in prosecuting this matter with no guarantee of payment.

10 23. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
11 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
12 employees. WLF is actively and continuously practicing in employment litigation, representing
13 employees in both individual and class actions in both state and federal courts throughout
14 California.

15 24. WLF is qualified to handle this litigation because its attorneys are experienced in
16 litigating Labor Code violations in individual, class action, and representative action cases. WLF
17 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
18 class actions involving consumer rights and data privacy litigation.

19 25. I graduated from the University of California, Santa Barbara with High Honors in
20 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
21 School in 1996.

22 26. Upon graduating from law school in 1996, I worked for a boutique law firm
23 practicing general litigation which included employment law matters. Since 2000 (that is, the last
24 25 years) my practice has been exclusively focused on labor and employment matters including
25 handling wage and hour class, collective and representative actions (including the California
26 Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan,
27 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
28 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright

1 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
2 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
3 took a major leading role in defending employers on numerous wage and hour class, collective and
4 representative actions.

5 27. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
6 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
7 hour class and representative actions litigating such matters on behalf of plaintiff employees in
8 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
9 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
10 and representative actions. Just since starting to settle cases in late April 2023 I have already
11 successfully mediated matters in which I have been counsel or co-counsel resulting in **well over**
12 **\$200 million** in settlements and verdicts which are in the process of being finalized, and with
13 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
14 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
15 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
16 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
17 the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No.
18 19STCV36438 (settled after verdict).

19 28. I have received numerous awards for my legal work. For example, from 2015 to
20 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
21 I have also served on numerous prominent boards and in other leadership positions, including
22 serving as Southern California Regional President for the Hispanic National Bar Association and
23 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
24 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
25 decisions for the City of Los Angeles.

26 29. I have also published numerous blogs on labor and employment issues including on
27 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
28 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really

1 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
2 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
3 presenter involving the “Employment Law Update” at a National Employment Law Council
4 conference.

5 30. Jeffrey C. Bils (“Mr. Bils”) is an eleventh-year Senior Attorney at WLF. He
6 graduated from the University of Wisconsin–Madison with a Bachelor of Arts in Journalism and
7 German, and received his Juris Doctor from the University of California, Los Angeles School of
8 Law in 2014. During law school, he was a Senior Editor on the UCLA Law Review and an Articles
9 Editor on the Entertainment Law Review. He served as a Judicial Extern for the Hon. Consuelo
10 Bland Marshall in United States District Court for the Central District of California, and also for
11 the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of California.
12 He graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted
13 to practice law in the State of California in 2014. Since graduating from law school, he has focused
14 his legal work primarily on employment matters, including wage-and-hour class action and PAGA
15 representative action litigation, and he has helped obtain dozens of settlements on behalf California
16 workers, as well as on behalf of California employers during his years on the defense bar. He is a
17 member of the Beverly Hills Bar Association (BHBA), where he serves as a current member of the
18 Board of Governors and is a past Chair of the Labor & Employment Law Section Executive
19 Committee. He is also a member of the California Employment Lawyers Association (CELA).

20 31. Aram Boyadjian (“Mr. Boyadjian”) was an Associate Attorney at WLF. He was
21 admitted to practice law in the State of California in 2021. Aram graduated from the University of
22 California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor
23 from Loyola Law School. During law school, he was a member of the student editorial board for
24 the International and Comparative Law Review. Since January 2021, his practice was mainly
25 focused on wage and hour class action litigation.

26 32. Andrew Sandoval (“Mr. Sandoval”) was an Associate Attorney at WLF. He was
27 admitted to practice law in the State of California in 2022. Andrew graduated from Azusa Pacific
28 University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law

1 School. During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his
2 practice has mainly been focused on wage and hour class action litigation.

3 33. Emily K. Borman (“Ms. Borman”) is a Junior Partner at WLF. She was admitted to
4 practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University
5 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
6 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
7 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
8 (formerly UC Hastings). Since graduating, her practice has been in employment law, including
9 plaintiff-side wage and hour cases. She has received numerous awards for her legal work. In 2021
10 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.

11 34. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at WLF. She was
12 admitted to practice law in the State of California in 2019. Ms. Miller graduated from the
13 University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an
14 attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
15 handling employment matters. She earned her Juris Doctor from Southwestern Law School in
16 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since
17 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf
18 of California employees.

19 **No Conflicts**

20 35. WLF has no actual or potential conflicts of interest with Class Members or the
21 proposed Administrator, ILYM Group Inc.

22 36. WLF is not aware of any other pending matter or action asserting claims that will
23 be extinguished or adversely affected this Settlement.

24 ///

25 ///

26 ///

27 ///

28 ///

Administrator Bid

37. Plaintiffs' Counsel solicited bids from third party administrators to administer this Settlement and the Parties selected ILYM Group Inc.

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

Executed on February 4, 2026 at Los Angeles, California.


John G. Yslas

Exhibit 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.	Wesley Shelton, Esq.
Justin F. Marquez, Esq.	Christina Le, Esq.
John Yslas, Esq.	Jennifer Leinbach, Esq.
Jon Teller, Esq.	Jeffrey Bils, Esq.
Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

November 15, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Darburn Enterprises, Incorporated.
P.O Box 5005 PMB #116
Rancho Santa Fe, CA 92067
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0536 38

Darburn Enterprises, Incorporated.
dba All Saints Health Care
11810 Saticoy Street
North Hollywood, CA 91605
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0535 77

Darburn Enterprises, Incorporated.
6710 El Montevideo
Rancho Santa Fe, CA 92067
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0536 21

Incorp Services, Incorporated.
Agent for Service of Process
Darburn Enterprises, Inc.
5716 Corsa Ave., Ste. 110
Westlake Village, CA 91362
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0536 45

Re: ***Erika Mansilla and Guadalupe Carrillo v. Darburn Enterprises, Incorporated dba All Saints Health Care***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Erika Mansilla and Guadalupe Carrillo ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, Darburn Enterprises, Incorporated dba All Saints Health Care ("All Saints" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers' Aggrieved Employees.

///
///
///

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Employees and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Employees’ Employment with All Saints

All Saints is a skilled nursing and long term care facility. Employees worked as certified nurse assistants. Their primary job functions included assisting patients and residents in performing daily living activities, such as dressing, feeding, and exercising. In performing their duties, Employees were regularly required to perform work (off-the-clock), without compensation. Employees were also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Moreover, Employers failed to provide Employees and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employees incurred business-related expenses, but Employers failed to reimburse them for all such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Employers’ business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Employee Erika Mansilla is a resident of Sunland, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately 2013 to approximately June 2023.

Employee Guadalupe Carrillo is a resident of La Puente, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately January 2019 to approximately June 2023.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees’ employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees’ employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees’ requested employment records. As discussed below, Employees’ experience working for Employers was typical and illustrative.

///
///
///

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

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

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

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

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees’ regular rate of pay when paying overtime, by failing to include all compensation in Employees’ overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required

meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees' second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

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

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

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

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

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

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

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

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees' and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees' and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them.

Employers' failure to keep "accurate and complete" payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees.

In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees.

Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that “no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law.” Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could

request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

///
///
///
///
///
///
///

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

///

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;

///

11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employees have placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John G. Yslas, Esq.

Exhibit 2

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

Alfred J. Landegger, Esq. – State Bar No. 84419
alfred@landeggeresq.com
Roxana E. Verano, Esq. – State Bar No. 186837
roxana@landeggeresq.com
Joseph P. Sklar, Esq. – State Bar No. 336921
joseph@landeggeresq.com

LANDEGGER VERANO, ALC

15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

Attorneys for Defendant

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

ERIKA MANSILLA and GUADALUPE
CARRILLO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

DARBUN ENTERPRISES, INCORPORATED
DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV23213
Related Case No. 24STCV10269

*Assigned for All Purposes to Hon. William F.
Highberger, Dept. 10*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiffs Erika Mansilla and Guadalupe Carrillo (“Plaintiffs”) and Defendant Darbun
3 Enterprises, Incorporated dba All Saints Health Care (“Defendant”). The Agreement refers to
4 Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuit alleging class action wage and hour violations
7 against Defendant captioned *Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints*
8 *Health Care*, Case No. 23STCV23213, filed on September 25, 2023 (“Class Action”), and
9 Plaintiffs’ representative action captioned *Mansilla, et al. v. Darbun Enterprises, Incorporated*
10 *dba All Saints Health Care*, Case No. 24STCV10269, filed on April 24, 2024 (“PAGA Action”),
11 in Los Angeles County Superior Court.

12 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
13 appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
19 hourly-paid or non-exempt employee at any time during the PAGA Period.

20 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or
21 non-exempt employee at any time during the Class Period.

22 1.6 “Class Counsel” means John G. Yslas, Jeffrey C. Bills, Aram Boyadjian, and Andrew
23 Sandoval of Wilshire Law Firm, PLC.

24 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
25 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will
26 request approval from the Court of up to one-third (1/3) of the GSA, currently \$500,000.00 (Five
27 Hundred Thousand Dollars and Zero Cents).

28 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class

Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$28,000.00 (Twenty-Eight Thousand Dollars and Zero Cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Settlement Class Period” means the period from March 31, 2019 through the date of Preliminary Approval of the Settlement, or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

1.14 “Class Representative” means the named Plaintiffs Erika Mansilla and Guadalupe Carrillo in the Actions.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendant” means named Defendant Darbun Enterprises, Incorporated dba All Saints Health Care.

1.18 “Defense Counsel” means Alfred J. Landegger, Roxana E. Verano, and Joseph P. Sklar of Landegger Verano, ALC.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$1,500,000.00 (One Million, Five Hundred Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (2016).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2016).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Complaint” means the class complaint filed in the Class Action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from November 15, 2022 through May 12, 2025, or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.).

1.35 “PAGA Notice” means Plaintiffs’ November 15, 2023 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of \$75,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$18,750.00) to the Aggrieved Employees and 75% (\$56,250.00) to the LWDA in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” mean Erika Mansilla and Guadalupe Carrillo, the named plaintiffs in the Actions.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant and each of its former and present officers, directors, owners, attorneys, insurers, employees and agents.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

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

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

2. RECITALS.

2.1 On September 25, 2023, Plaintiffs filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On November 15, 2023, pursuant to Labor Code §2699.3, subd.(a) (2016), Plaintiffs gave notice to the LWDA and Defendant that Plaintiffs intended to proceed with a representative

1 action under PAGA (LWDA-CM-994582-23). On April 24, 2024, after the 65-day statutory
2 period passed, Plaintiffs filed a separate PAGA Action Complaint for penalties pursuant to Labor
3 Code § 2699, *et seq.*, Case No. 24STCV10269.

4 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
5 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
6 the Actions.

7 2.4 On April 22, 2025, the Parties participated in an all-day mediation presided over by
8 mediator Steve Cerveris, Esq. Subsequently, the Parties accepted a mediator's proposal and
9 agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum
10 of Understanding on November 11, 2025.

11 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
12 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
13 representative sampling of time and payroll data for Class Members and the necessary policy
14 documents through informal discovery to properly evaluate the strengths and weakness of the
15 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
16 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
17 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
18 ("*Dunk/Kullar*").

19 2.6 The Court has not granted class certification because the Parties engaged in mediation
20 before any class certification.

21 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
22 other pending matters or actions asserting claims that will be extinguished or affected by the
23 Settlement.

24 3. **MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant will pay \$1,500,000.00 (One Million Five Hundred Thousand Dollars and Zero Cents)
27 to fully settle, resolve, and extinguish all claims asserted in the Actions, including without
28 limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-

1 reversionary and does not include Defendant's share of employer payroll taxes owed on the wage
2 portions of the Individual Class Payments, which Defendant will pay separately. Defendant has
3 no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to
4 the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
5 Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved
6 Employees to submit any claim as a condition of payment.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payment to each
11 Plaintiff of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any
12 Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled
13 to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for a
14 Class Representative Service Payment that does not exceed this amount. As part of the motion
15 for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval
16 for any Class Representative Service Payment no later than sixteen (16) court days prior to the
17 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
18 Representative Service Payment less than the amount requested, the Administrator will retain the
19 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
20 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs
21 assume full responsibility and liability for employee taxes owed on the Class Representative
22 Service Payment.

23 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
24 Gross Settlement Amount, which is currently estimated to be \$500,000.00 (Five Hundred
25 Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment for actual
26 costs, not to exceed \$28,000.00 (Twenty-Eight Thousand Dollars and Zero Cents). Defendant
27 will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file a motion for
28 Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior

1 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
2 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
3 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
4 distribution to Participating Class Members. Released Parties shall have no liability to Class
5 Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel
6 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
7 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
8 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
9 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
10 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
11 sharing of any of these Payments.

12 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$12,850.00
13 (Twelve Thousand Eight Hundred Fifty Dollars and Zero Cents) except for a showing of good
14 cause and as approved by the Court. To the extent the Administration Costs are less or the Court
15 approves payment of less than \$12,850.00, the Administrator will retain the remainder in the Net
16 Settlement Amount to be distributed to Participating Class Members.

17 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
18 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
19 Participating Class Members during the Class Period, and (b) multiplying the result by each
20 individual Participating Class Member's Workweeks.

21 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
22 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
23 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
24 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
25 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
26 reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject
27 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
28 assume full responsibility and liability for any employee taxes owed on their Individual Class

1 Payment. Notwithstanding the treatment of the payments to each Participating Class Member,
2 none of the payments called for by this Agreement, including the Wage Portions of the Individual
3 Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any
4 applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter
5 Class Members' or Aggrieved Employees' period of employment for any purpose.

6 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
7 Class Payments. Non-Participating Class Members will not receive any Individual Class
8 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
9 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

10 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
11 \$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents) to be paid from the Gross
12 Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25%
13 (\$18,750.00) allocated to the Individual PAGA Payments.

14 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
15 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$18,750.00
16 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
17 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
18 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
19 their Individual PAGA Payment.

20 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
21 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
22 Participating Class Members. 100% of the PAGA Penalties are allocated as penalties and not as
23 wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

24 4. **SETTLEMENT FUNDING AND PAYMENTS.**

25 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
26 records, Defendant represents there are 1,050 Class Members who collectively worked a total of
27 124,389 workweeks during the Class Period as of April 22, 2025 (i.e., as of the date the Parties
28 participated in mediation).

1 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
2 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
3 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
4 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
5 and for no other purpose, and restrict access to the Class Data to Administrator employees who
6 need access to the Class Data to effect and perform under this Agreement. Defendant has a
7 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
8 class member identifying information and to provide corrected or updated Class Data as soon as
9 reasonably feasible. Without any extension of the deadline by which Defendant must send the
10 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
11 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
12 Data.

13 4.3 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
14 Amount in two installments as follows:

15 4.3.1 First Installment: No later than November 11, 2026 (i.e., one (1) year from the date
16 the Parties executed the Memorandum of Understanding), Defendant will deposit
17 half of the Gross Settlement Amount (i.e., \$750,000.00) ("First Installment") into
18 a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation
19 Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.
20 Defendant shall provide all information necessary for the Settlement
21 Administrator to calculate necessary payroll taxes including their official names,
22 8-digit state unemployment insurance tax ID number, and other information
23 requested by the Settlement Administrator.

24 4.3.2 Second Installment: No later than nine (9) months after the First Installment,
25 Defendant will deposit the remaining half of the Gross Settlement Amount
26 (\$750,000.00) and Employer Taxes ("Second Installment") into the QSF.

27 4.3.3 Funding Obligation and Satisfaction: Defendant's payment of the Gross
28 Settlement Amount and Defendant's share of payroll taxes is contingent upon

1 receipt of the Administrator's payment instructions. Defendant's payment
2 obligations with respect to the Gross Settlement Amount and Defendant's share of
3 payroll taxes shall be met upon initiating the electronic transfer of funds in the
4 amounts provided for in this Settlement Agreement pursuant to the Settlement
5 Administrator's instructions. In the event of an unsuccessful electronic transfer of
6 funds, the Parties agree to cooperate in good faith to resolve the issues.

7 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
8 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
9 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
10 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
11 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
12 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
13 not precede disbursement of Individual Class Payments and Individual PAGA Payments. The
14 Settlement Administrator shall also set aside the employer taxes and all employee-side payroll
15 taxes, contributions, and withholdings, and timely forward these to the appropriate government
16 authorities.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
19 face of each check shall prominently state the date (180 days after the date of mailing) when the
20 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
21 Void Date. The Administrator will send checks for Individual Settlement Payments to all
22 Participating Class Members (including those for whom the Class Notice was returned
23 undelivered). The Administrator will send checks for Individual PAGA Payments to all
24 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
25 Employees (including those for whom Class Notice was returned undelivered). The Administrator
26 may send Participating Class Members a single check combining the Individual Class Payment
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
28 must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without USPS forwarding address. Within seven
3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the Void Date.

9 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
11 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
12 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure Section 384, subd. (b).

14 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendant to confer any additional benefits or make any additional payments to Class
16 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

17 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
18 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
19 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
20 Released Parties as follows:

21 5.1 **Plaintiffs' Release.** In addition to the Released Class Claims and Released PAGA Claims
22 described below, Plaintiffs, individually and on behalf of their respective former and present
23 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
24 generally, release and discharge Released Parties from all claims, transactions, occurrences,
25 demands, rights, liabilities and causes of action of every nature and description whatsoever,
26 whether known or unknown, asserted or that might have been asserted, whether in tort, contract,
27 or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or
28 in connection with any act or omission of the Released Parties through the date of full execution

1 of this Settlement Agreement (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any
2 claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be
3 waived, including but not limited to, any claims for vested benefits, unemployment benefits,
4 disability benefits, social security benefits, workers’ compensation benefits that arose at any time.
5 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
6 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that
7 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or
8 additional facts or Plaintiffs’ discovery of them.

9 5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights,
11 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

16 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
17 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
18 based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to
19 pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197
20 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and
21 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
22 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
23 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
24 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
25 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to
26 produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5);
27 and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (“Released
28 Class Claims”). Except for Plaintiff’s Release by Plaintiffs and as set forth in Section 5.3 of this

1 Agreement, Participating Class Members do not release any other claims, including claims for
2 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period. The enumeration of these specific claims shall neither
5 enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action
6 or could have been asserted in the Action based on the facts and circumstances alleged in the
7 Complaint. The Released Class Claims are those that accrued during the Class Period.

8 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from all claims for PAGA civil
11 penalties that are alleged or reasonably could have been alleged based on the facts alleged in the
12 operative Complaint and in Plaintiffs' November 15, 2023 PAGA Notice, including but not
13 limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§
14 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to
15 Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal.
16 Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to
17 Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant
18 to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage
19 statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees
20 for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested
21 employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all
22 earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor
23 Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal
24 periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement
25 violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12)
26 willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal.
27 Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal.
28 Labor Code § 558) ("Released PAGA Claims"). The foregoing release shall be binding on

1 Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any
2 claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of
3 the State of California, as to any claims predicated on the Released PAGA Claims. The Released
4 PAGA Claims are those that accrued during the PAGA Period. Aggrieved Employees do not
5 release claims for wages or damages unless such Aggrieved Employee is a Participating Class
6 Member.

7 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion
8 for preliminary approval (“Motion for Preliminary Approval”).

9 6.1 **Defendant’s Representations**. Defense Counsel and Defendant represent that they are not
10 aware of any other pending matter or action asserting claims that will be extinguished or adversely
11 affected by the Settlement. Defendant and Defense Counsel are not aware of any potential
12 conflicts of interest with the Administrator. Defendant further represents that, based on its records
13 and available information, Spanish is the only non-English languages necessary to ensure that the
14 Class Notice provides adequate notice to Class Members.

15 6.2 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare and deliver to Defense Counsel all
16 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
17 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
18 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
19 Code Section 2699, subd. (f)(2)) (2016); (ii) a draft proposed Order Granting Preliminary
20 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
21 declaration from Plaintiffs confirming willingness and competency to serve and disclosing all
22 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
23 Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to
24 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
25 documents (initial notice of violations (Labor Code section 2699.3, subd. (a) (2016)), Operative
26 Complaint (Labor Code section 2699, subd. (l)(1) (2016)), this Agreement (Labor Code section
27 2699, subd. (l)(2) (2016)); and (vi) all facts relevant to any actual or potential conflict of interest
28 with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel

shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Tax Reporting & Employer Identification Number. The Administrator will be

1 responsible for calculating the applicable taxes and withholdings, including Defendant's
2 employer payroll taxes owed, on the Individual Class Payments, and for paying the taxes and
3 withholdings to the applicable taxing or governmental authorities with the necessary reports, and
4 submitting copies to Defense Counsel. The Administrator shall issue to Participating Class
5 Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms
6 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual
7 PAGA Payments, as described in this Agreement. The Administrator shall have and use its own
8 Employer Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports to state and federal tax authorities.

10 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
11 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
12 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
13 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
14 to Participating Class Members.

15 7.4 Notice to Class Members.

16 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
17 shall notify Class Counsel that the list has been received and state the number of Class Members,
18 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

28 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class

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

7 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
9 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
10 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
11 deadline with the re-mailed Class Notice.

12 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data and should
14 have received Class Notice, the Parties will expeditiously meet and confer in person or by
15 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
16 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
17 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
18 requiring them to exercise options under this Agreement not later than fourteen (14) days after
19 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

20 7.5 Requests for Exclusion (Opt-Outs).

21 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
22 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
23 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
24 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
25 is a letter from a Class Member or his/her representative that reasonably communicates the Class
26 Member's election to be excluded from the Settlement and includes the Class Member's name,
27 address and email address or telephone number. To be valid, a Request for Exclusion must be
28 timely faxed, emailed, or postmarked by the Response Deadline.

1 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
2 to contain all the information specified in the Class Notice. The Administrator shall accept any
3 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
4 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
5 determination shall be final and not appealable or otherwise susceptible to challenge. If the
6 Administrator has reason to question the authenticity of a Request for Exclusion, the
7 Administrator may demand additional proof of the Class Member's identity. The Administrator's
8 determination of authenticity shall be final and not appealable or otherwise susceptible to
9 challenge.

10 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
12 bound by all terms and conditions of the Settlement, including the Participating Class Members'
13 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
14 Class Member actually receives the Class Notice or objects to the Settlement.

15 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
17 right to object to the class action components of the Settlement. Because future PAGA claims are
18 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
19 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
20 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

21 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
22 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
23 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
24 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
25 may challenge the allocation by communicating with the Administrator via fax, email or mail.
26 The Administrator must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator is entitled to
28 presume that the Workweeks contained in the Class Notice are correct so long as they are

consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

1 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
3 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
5 and other identifying information of Class Members who have timely submitted valid Requests
6 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
7 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
8 Exclusion from Settlement submitted (whether valid or invalid).

9 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
10 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
11 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
12 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
13 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
14 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
15 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
16 objections received.

17 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
18 address and make final decisions consistent with the terms of this Agreement on all Class Member
19 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
20 shall be final and not appealable or otherwise susceptible to challenge.

21 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
22 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
23 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
24 for filing in Court attesting to its due diligence and compliance with all of its obligations under
25 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
26 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
27 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
28 number of written objections and attach the Exclusion List. The Administrator will supplement

its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of April 22, 2025 (i.e., as of the date the Parties participated in mediation), there are 1,050 Class Members who collectively worked a total of 124,389 Workweeks during the Class Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 124,389 Workweeks (i.e. greater than 136,828 Workweeks), then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis, including the Class Counsel Fees Payment, above 10% (i.e., if there is an 15% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 5%); or (2) elect to change the Class Period and PAGA Period end dates to an earlier date in which the Workweek count does not exceed 136,838 ("Alternative End Date") in lieu of paying an increase to the Gross Settlement Amount. Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the Preliminary Approval hearing regarding whether the escalator clause has been triggered and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

1 9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
2 identified in the Exclusion List exceeds 10.00% of the total of all Class Members, Defendant may,
3 but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant
4 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
5 neither Party will have any further obligation to perform under this Agreement; provided,
6 however, Defendant will remain responsible for paying all Settlement Administration Expenses
7 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
8 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to
9 Defense Counsel; late elections will have no effect.

10 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
11 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
12 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
13 the PAGA settlement under Labor Code section 2699, subd. (l) (2016); a Proposed Final Approval
14 Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall
15 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final
16 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
17 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
18 Approval.

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

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

Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil

1 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
2 judgment.

3 **12. ADDITIONAL PROVISIONS.**

4 12.1 No Admission of Liability, Class Certification or Representative Manageability for
5 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
6 claims. Nothing in this Agreement is intended or should be construed as an admission by
7 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
8 any liability for any claims asserted; nor should it be intended or construed as an admission by
9 Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class
10 certification and representative treatment is for purposes of this Settlement only. If, for any
11 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
12 reserves the right to contest certification of any class for any reason, Defendant reserves all
13 available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
14 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
15 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
16 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

18 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
19 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
20 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
21 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
22 or indirectly, specifically or generally, to any person, corporation, association, government
23 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
24 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
25 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
26 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
27 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
28 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense

1 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
2 communication, before the filing of the Motion for Preliminary Approval, with any third party
3 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
4 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations
6 owed to Class Members.

7 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
10 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
11 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

12 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.

28 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
3 action, or right released and discharged by the Party in this Settlement.

4 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
7 Part 10, as amended) or otherwise.

8 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed by all Parties or their
10 representatives, and approved by the Court.

11 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
12 to the benefit of, the successors of each of the Parties.

13 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the internal laws of the state of California, without
15 regard to conflict of law principles.

16 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
17 of this Agreement. This Agreement will not be construed against any Party on the basis that the
18 Party was the drafter or participated in the drafting.

19 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
20 entered during Action and in this Agreement relating to the confidentiality of information shall
21 survive the execution of this Agreement.

22 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
23 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
24 by Defendant in connection with the mediation, other settlement negotiations, or in connection
25 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
26 may not be used in any way that violates any existing contractual agreement, statute, or rule of
27 court. Not later than 90 days after the date when the Court discharges the Administrator's
28 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff

1 shall destroy, all paper and electronic versions of Class Data received from Defendant unless,
2 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
3 request to Class Counsel for the return, rather than the destructions, of Class Data.

4 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this Agreement.

6 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first business day
9 thereafter.

10 12.17 Notice. All notices, demands, or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been duly given as of the
12 third business day after mailing by United States mail, or the day sent by email or messenger,
13 addressed as follows:

14 To Plaintiffs:

15 John G. Yslas
16 john.yslas@wilshirelawfirm.com
17 Jeffrey C. Bils (SBN 301629)
18 jeffrey.bils@wilshirelawfirm.com
19 Aram Boyadjian (SBN 334009)
20 aram.boyadjian@wilshirelawfirm.com
21 Andrew Sandoval (SBN 346996)
22 andrew.sandoval@wilshirelawfirm.com
23 **WILSHIRE LAW FIRM**
24 660 S. Figueroa St., Sky Lobby
25 Los Angeles, California 90017
26 Telephone: (213) 381-9988
27 Facsimile: (213) 381-9989

28 To Defendant:

Alfred J. Landegger, Esq. State Bar No. 84419
alfred@landeggeresq.com
Roxana E. Verano, Esq. – State Bar No. 186837
roxana@landeggeresq.com
Joseph P. Sklar, Esq. – State Bar No. 336921
joseph@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

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

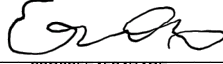
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 12/30/2025

Signed by:

66C865F4564B4CF...

Plaintiff Erika Mansilla

DATED: _____

Plaintiff Guadalupe Carrillo

[Signatures continue on the following page(s)]

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

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

12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: _____
Plaintiff Erika Mansilla

DATED: 12/30/2025
Signed by:
Guadalupe Carrillo
21B87A9700D9480...
Plaintiff Guadalupe Carrillo

[Signatures continue on the following page(s)]

1 DATED: _____

2 Defendant Darbun Enterprises, Inc.
3 dba All Saints Health Care

4 Daniel Wayne Bunn, President
5 Defendant Darbun Enterprises, Inc.
6 dba All Saints Health Care

7 Approved by counsel:

8 DATED: 12/30/2025

9 WILSHIRE LAW FIRM

10 BY:  _____

11 John G. Yslas
12 Jeffrey C. Bills
13 Aram Boyadjian
14 Andrew Sandoval

15 Counsel for Plaintiffs

16 DATED:

17 LANDEGGER VERANO, ALC

18 BY: _____

19 Alfred J. Landegger
20 Roxana E. Verano
21 Joseph Sklar

22 Counsel for Defendant
23
24
25
26
27
28

1 DATED: 27 Jan 2026 

2 Defendant Darbun Enterprises, Inc.
3 dba All Saints Health Care

4 Daniel Wayne Bunn, President
5 Defendant Darbun Enterprises, Inc.
6 dba All Saints Health Care

7 Approved by counsel:

8 DATED: _____

9 WILSHIRE LAW FIRM

10 BY: _____
11 John G. Yslas
12 Jeffrey C. Bills
13 Aram Boyadjian
14 Andrew Sandoval

15 Counsel for Plaintiffs

16 DATED: 12/22/25

17 LANDEGGER VERANO, ALC

18 
19 BY: _____

20 Alfred J. Landegger
21 Roxana E. Verano
22 Joseph Sklar

23 Counsel for Defendant
24
25
26
27
28

EXHIBIT A

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

Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care
Case Nos. 23STCV23213 and 24STCV10269 (Los Angeles County Superior Court)

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) against Darbun Enterprises, Incorporated dba All Saints Health Care (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Erika Mansilla and Guadalupe Carrillo, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (March 31, 2019 through **the date of Preliminary Approval of the Settlement/the Alternate End Date**); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (November 15, 2022 through May 12, 2025) (“Aggrieved Employees”)

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between March 31, 2019 through **the date of Preliminary Approval of the Settlement/the Alternate End Date**, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is November 15, 2022 through May 12, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court, and the case is titled *Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care*, Case Nos. 23STCV23213 and 24STCV10269. The persons who sued, Erika Mansilla and Guadalupe Carrillo, are

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

the Plaintiffs, and the company sued, Darbun Enterprises, Incorporated dba All Saints Health Care, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiffs’ claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendant thinks that Plaintiffs’ lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from March 31, 2019 through the date of Preliminary Approval of the Settlement the Alternate End Date.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“Gross Settlement Amount” or “GSA”) of \$1,500,000.00 (One Million Five Hundred Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$500,000.00 and up to \$28,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to each Plaintiff (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$75,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., not to exceed \$12,850.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$75,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$56,250.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$18,750.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (March 31, 2019 through the date of Preliminary Approval of the Settlement/the Alternate End Date). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from November 15, 2022 through the date of Preliminary Approval of the Settlement/the Alternate End Date (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax

withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiffs' November 15, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

ILYM Group, Inc.

Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care

XXXXXX

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

City, State, XXXXX

Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (November 15, 2022 through the date of Preliminary Approval of the Settlement/the Alternate End Date). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 60 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. You will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (November 15, 2022 through the date of Preliminary Approval of the Settlement/the Alternate End Date). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 513-5205
Facsimile: (213) 381-9989

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA, currently \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents), for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$28,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to each Plaintiff in the amount of \$10,000.00 in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

ILYM Group, Inc.
Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care

[REDACTED]
[REDACTED]
City, State, [REDACTED]
Email: [REDACTED]

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 10 of the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800 [REDACTED], or you can write to the Administrator at the following address:

ILYM Group, Inc.
Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care
[REDACTED]
City, State, [REDACTED]
Email: [REDACTED]

PLEASE DO NOT TELEPHONE THE COURT OR DARBUN ENTERPRISES, INCORPORATED DBA ALL SAINTS HEALTH CARE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Exhibit 3

Formatted: Header

Style Definition: Normal: Font: 9 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Heading 1: Font: 12 pt, Underline, Centered, Indent: 0", First line: 0", Right: 0", Space Before: 0 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Heading 2: Font: Not Bold, Indent: Left: 0", First line: 0", Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Heading 3: Font: (Default) Arial, 13 pt, Not Italic, Left, Space Before: 12 pt, After: 3 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: List Paragraph: Font: 9 pt, Indent: Left: 0.5", First line: 0", Don't add space between paragraphs of the same style, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Title: Font: (Default) +Headings (Cambria), Kern at 14 pt, Centered, Level 1, Indent: Left: 0", First line: 0", Right: 0", Space Before: 12 pt, After: 3 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Table Paragraph

[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

Alfred J. Landegger, Esq. – State Bar No. 84419
alfred@landeggeresq.com
Roxana E. Verano, Esq. – State Bar No. 186837
roxana@landeggeresq.com
Joseph P. Sklar, Esq. – State Bar No. 336921
joseph@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

Attorneys for Defendant

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

ERIKA MANSILLA and GUADALUPE
CARRILLO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

DARBUN ENTERPRISES, INCORPORATED
DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
inclusive,

Case No. 23STCV23213
Related Case No. 24STCV10269

Assigned for All Purposes to Hon. William F.
Highberger, Dept. 10

CLASS ACTION AND PAGA **SETTLEMENT AGREEMENT**

Defendants.

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff (“Plaintiff”) and defendant (“XYZ”). Plaintiffs Erika Mansilla and Guadalupe Carrillo (“Plaintiffs”) and Defendant Darbun Enterprises, Incorporated dba All Saints Health Care (“Defendant”). The Agreement refers to Plaintiff Plaintiffs and xyzDefendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 ~~“Action”~~ “Actions” means ~~the Plaintiff’s~~ Plaintiffs’ lawsuit alleging class action wage and hour violations against XYZDefendant captioned ~~_____ initiated on _____ and pending~~ Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care, Case No. 23STCV23213, filed on September 25, 2023 (“Class Action”), and Plaintiffs’ representative action captioned Mansilla, et al. v. Darbun Enterprises, Incorporated dba All Saints Health Care, Case No. 24STCV10269, filed on April 24, 2024 (“PAGA Action”), in Los Angeles County Superior Court of the State of California, County of Los Angeles.

1.2 “Administrator” means ~~_____, ILYM Group, Inc., the neutral entity the Parties have agreed to~~ appoint to administer the Settlement.

1.3 ~~“Administration Expenses Payment Costs”~~ means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

Formatted: Header

Formatted: Normal, Justified, Indent: Left: 0", Right: 0", Space Before: 0 pt, Line spacing: Exactly 24 pt, No widow/orphan control, Tab stops: Not at 2.59" + 5.63"

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Bold, Underline, Not Expanded by / Condensed by

Formatted: Font: Bold, Underline

Formatted: List Paragraph, Justified, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", No widow/orphan control, Tab stops: Not at 0.5"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 2.63" + 6.61"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 3.51"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75"

1.4 “Aggrieved Employee” means ~~fe.g., a person employed by XYZ~~all persons who worked for Defendant in California and classified as a ~~who worked for XYZ~~an hourly-paid or non-exempt employee at any time during the PAGA Period~~;~~.

Formatted: Header

Formatted

... [1]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 2.88"

1.5 “Class” means ~~define class, e.g., all persons employed by XYZ~~who worked for Defendant in California and classified as ~~who worked for XYZ~~an hourly-paid or non-exempt employee at any time during the Class Period~~;~~.

Formatted

... [2]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 2.68"

1.6 “Class Counsel” means ~~John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC.~~

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 3.52"

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third (1/3) of the GSA, currently \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents).

Formatted: Not Expanded by / Condensed by

Formatted

... [3]

~~1.7.1.8~~ “Class Counsel Litigation Expenses Payment” ~~mean~~means the ~~amounts~~amount allocated to Class Counsel for reimbursement of reasonable ~~attorneys’ fees and expenses, respectively, and costs~~ incurred to prosecute the Action~~;~~ not to exceed \$28,000.00 (Twenty-Eight Thousand Dollars and Zero Cents) and paid from the Gross Settlement Amount.

Formatted

... [4]

Formatted: Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75"

~~1.8.1.9~~ “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of ~~Class Period~~Workweeks and PAGA Pay Periods.

Formatted

... [5]

~~1.9.1.10~~ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

Formatted

... [6]

~~1.10.1.11~~ “Class Member Address Search” means the Administrator’s investigation and search for

Formatted

... [7]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

~~Address database, skip traces, and direct contact by the Administrator with Class Members.~~

~~1.11~~ “Class Notice” means the ~~COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL~~ Court approved Notice of Settlement and hearing date for Final Approval, to be

~~1.12~~ mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

~~1.13~~ “Class Period” or “Settlement Class Period” means the period from ~~to~~ ~~March 31, 2019~~ through the date of Preliminary Approval of the Settlement, or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

~~1.14~~ “Class Representative” means the named ~~Plaintiff in the operative complaint~~ Plaintiffs Erika Mansilla and Guadalupe Carrillo in the Action seeking Court approval to serve as a Class Representative Actions.

~~1.15~~ “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the ~~Action~~ Actions and providing services in support of the Action.

~~1.16~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.17~~ “XYZ” “Defendant” means named Defendant ~~Darbut Enterprises, Incorporated dba All Saints Health Care.~~

~~1.18~~ “Defense Counsel” means ~~Alfred J. Landegger, Roxana E. Verano, and Joseph P. Sklar of Landegger Verano, ALC.~~

~~1.18~~ “Effective Date” means the date by ~~when~~ which both of the following have occurred:

Formatted: Header

Formatted

... [8]

Formatted

... [9]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.25" + 4.91" + 6.2"

Formatted

... [10]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [11]

Formatted

... [12]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.29" + 4.68"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.29" + 4.25"

Formatted

... [13]

1.19 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19.1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20.1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21.1.22 “Final Judgment” means the Judgment Entered entered by the Court upon Granting granting Final Approval of the Settlement.

1.22.1.23 “Gross Settlement Amount” or “GSA” means \$~~1,500,000.00~~ (One Million, Five Hundred Thousand Dollars and Zero Cents), which is the total amount XYZDefendant agrees to pay under the Settlement, except as provided in Paragraph 98 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator’s Administration Expenses Payment.

Formatted: Header

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

Formatted

... [14]

Formatted

... [15]

Formatted

... [16]

Formatted

... [17]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25" + 4.72"

Formatted

... [18]

1.231.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

Formatted: Header

Formatted

... [19]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.241.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks PAGA Pay Periods worked during the PAGA Period.

Formatted

... [20]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.251.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

Formatted

... [21]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.261.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivisionsubd. (i-) (2016).

Formatted

... [22]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.271.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivisionsubd. (i-) (2016).

Formatted

... [23]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.281.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA PaymentPAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration ExpensesCosts Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

Formatted

... [24]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

1.291.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

Formatted

... [25]

1.31 “Operative Complaint” means the class complaint filed in the Class Action.

Formatted

... [26]

1.301.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZDefendant for at least one day during the PAGA Period.

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

~~1.34~~1.33 “PAGA Period” means the period from ~~to~~^{###}November 15, 2022 through May 12, 2025,
or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

~~1.32~~1.34 “PAGA” means the Labor Code Private Attorneys General Act (~~Lab~~^{Lab}~~-of 2004~~ (Labor Code,
~~§ §§ 2698, et seq.~~).

~~1.33~~1.35 “PAGA Notice” means ~~Plaintiff’s~~ Plaintiffs’ November 15, 2023 letter to XYZ and the
LWDA ~~[and Plaintiff’s — letter to XYZ and the LWDA]~~and Defendant providing notice pursuant to
Labor Code section 2699.3, ~~subdivision (subd.)~~(a).

~~1.34~~ —“PAGA Penalties” means the total amount of ~~\$75,000.00~~ \$75,000.00 in PAGA civil
penalties to be paid from the Gross Settlement Amount, allocated 25% (~~\$18,750.00~~)
to the Aggrieved Employees

~~1.36~~ (~~—~~) and ~~the 75% (\$56,250.00)~~ to the LWDA (~~—~~) in settlement of PAGA claims.

~~1.35~~1.37 “Participating Class Member” means a Class Member who does not submit a valid and
timely Request for Exclusion from the Settlement.

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.25",
Space Before: 0 pt, Line spacing: At least 24 pt, Outline
numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start
at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at:
0.69", No widow/orphan control, Tab stops: Not at 1.29" +
5.04" + 6.34"

Formatted

... [27]

Formatted

... [28]

Formatted

... [29]

Formatted

... [30]

Formatted: List Paragraph, Justified, Indent: Left: 0", First
line: 0.25", Line spacing: At least 24 pt, Outline numbered +
Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No
widow/orphan control, Tab stops: Not at 1.81" + 4.55"

Formatted

... [31]

Formatted: Justified, Indent: Left: 0", First line: 0.25",
Right: 0", Line spacing: At least 24 pt, Outline numbered +
Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No
widow/orphan control, Tab stops: Not at 0.75" + 1.25"

~~1.36~~1.38 “~~Plaintiff~~” means ~~_____~~“~~Plaintiffs~~” mean Erika Mansilla and Guadalupe Carrillo, the named ~~plaintiff~~plaintiffs in the ~~Action~~Actions.

~~1.37~~1.39 “~~Preliminary Approval~~” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.38~~ _____ “~~Preliminary Approval Order~~” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

~~1.39~~1.40 “~~Released Class Claims~~” means the claims being released as described in Paragraph 5.2 below.

~~1.40~~1.41 “~~Released PAGA Claims~~” means the claims being released as described in Paragraph 5.3 below.

~~1.41~~1.42 “~~Released Parties~~” means ~~XYZ~~Defendant and each of its former and present ~~officers~~*, directors, ~~officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns~~ [subsidiaries] [affiliates] employees and agents.

~~1.42~~1.43 “~~Request for Exclusion~~” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.43~~1.44 “~~Response Deadline~~” means ~~[e.g., 60]~~forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, ~~her~~, or ~~their~~her Objection to the Settlement, Class Members to whom Notice ~~Paekets~~packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

Formatted: Header

Formatted

... [32]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.25" + 3.62"

Formatted

... [33]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [34]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [35]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [36]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [37]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted

... [38]

~~1.44~~1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

~~1.45~~1.46 “Workweek” means any week during which a Class Member worked for ~~XYZ~~ Defendant for at least one day, during the Class Period.^{iv}

2. **RECITALS.**

2.1 — On , Plaintiff commenced this September 25, 2023, Plaintiffs filed a Class Action by filing a Complaint alleging causes of action against ~~XYZ~~ Defendant for . ~~[The (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.~~

2.2 On November 15, 2023, pursuant to Labor Code §2699.3, subd.(a) (2016), Plaintiffs gave notice to the LWDA and Defendant that Plaintiffs intended to proceed with a representative action under PAGA (LWDA-CM-994582-23). On April 24, 2024, after the 65-day statutory period passed, Plaintiffs filed a separate PAGA Action Complaint is the operative complaint in the Action (the “Operative Complaint.”)] [On , Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for . The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).] XYZ for penalties pursuant to Labor Code § 2699, *et seq.*, Case No. 24STCV10269.

~~2.2~~2.3 Defendant denies the allegations in the ~~Operative Complaint~~ Action, denies any failure to comply with the laws identified in ~~in the Operative Complaint~~ Actions, and denies any and all liability for the causes of action alleged ~~in the Actions~~.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Font: 12 pt, Bold, Underline, Not Expanded by / Condensed by

Formatted: Font: Bold, Underline

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25" + 2.13" + 2.58" + 5.42" + 6.65"

~~2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

~~2.4 On April 22, 2025, the Parties participated in an all-day mediation presided over by which led to this Agreement to settle the Action for describe alternative means mediator Steve Cerveris, Esq. Subsequently, the Parties accepted a mediator's proposal and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on November 11, 2025.~~

~~2.3 In advance of negotiation,~~

~~(describe alternative means mediation, Class Counsel conducted a thorough investigation into the facts of negotiation)~~

~~2.4 and applicable law to, the Actions. Prior to mediation negotiating the Settlement, Plaintiff, Plaintiffs obtained, and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through~~

~~2.5 formal informal discovery, (documents, testimony and information obtained)~~

~~Plaintiff's to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc Ford Motor Co., (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc., (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").~~

~~2.5.2.6 The Court has has not granted class certification because the Parties engaged in mediation before any class certification.~~

~~(insert details as needed)~~

~~2.6.2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.~~

Formatted	... [39]
Formatted	... [40]
Formatted	... [41]
Formatted	... [42]
Formatted	... [43]
Formatted	... [44]
Formatted	... [45]
Formatted	... [46]
Formatted	... [47]
Formatted	... [48]
Formatted	... [49]
Formatted	... [50]
Formatted	... [51]
Formatted	... [52]
Formatted	... [53]
Formatted	... [54]
Formatted	... [55]
Formatted	... [56]
Formatted	... [57]
Formatted	... [58]
Formatted	... [59]
Formatted	... [60]
Formatted	... [61]
Formatted	... [62]
Formatted	... [63]
Formatted	... [64]
Formatted	... [65]
Formatted	... [67]
Formatted	... [68]
Formatted	... [69]
Formatted	... [70]
Formatted	... [71]
Formatted	... [66]
Formatted	... [73]
Formatted	... [74]
Formatted	... [75]
Formatted	... [76]
Formatted	... [77]
Formatted	... [78]
Formatted	... [79]
Formatted	... [80]
Formatted	... [81]
Formatted	... [82]
Formatted	... [83]
Formatted	... [84]
Formatted	... [72]

3.2.1 later than ~~sixteen (16) court~~ days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. ~~Plaintiff assumes~~ Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than ~~one-third of the~~ Gross Settlement Amount, which is currently estimated to be \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment ~~off~~ for actual costs, not more than \$ ~~XYZ to exceed \$28,000.00 (Twenty-Eight Thousand Dollars and Zero Cents).~~ Defendant will not oppose requests for these payments ~~provided that do not exceed these amounts.~~ Plaintiff. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees ~~Payment and Class~~ Litigation Expenses Payment no later than ~~sixteen (16) court~~ days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. ~~for distribution to Participating Class Members.~~ Released Parties shall have no liability to Class Counsel or any other ~~Plaintiff's Counsel~~ Plaintiffs' counsel arising from any claim to any portion ~~any of~~ Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZ Defendant~~ harmless, and indemnifies ~~XYZ Defendant~~, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 ~~To the Administrator:~~ An Administrator ~~Expenses Costs~~ Payment not to exceed

3.2.3 \$ ~~12,850.00 (Twelve Thousand Eight Hundred Fifty Dollars and Zero Cents)~~ except for

Formatted: Header

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: ... [87]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: ... [88]

a showing of good cause and as approved by the Court. To the extent the Administration ~~Expenses~~ Costs are less or the Court approves payment of less than \$12,850.00, the Administrator will retain the remainder in the Net Settlement Amount: to be distributed to Participating Class Members.

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

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

3.2.4.1 Tax Allocation of Individual Class Payments. ~~Twenty percent (20%)~~ of each Participating Class Member's Individual Class Payment will be allocated to ~~settlement~~ the Settlement of wage claims (the "Wage Portion"). The Wage ~~Portions are~~ Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The ~~remaining eighty percent (80%)~~ of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for ~~e.g., interest, reimbursement, and penalties~~ (the "Non-Wage Portion"). ~~The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.~~ Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

Formatted: Header

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

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

Formatted: Header

Formatted

... [90]

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", No widow/orphan control, Tab stops: Not at 1.25" + 2.25"

3.2.5 To the LWDA and Aggrieved Employees; PAGA Penalties in the amount of \$ ~~75,000.00~~ (Seventy-Five Thousand Dollars and Zero Cents) to be paid from the Gross Settlement Amount, with 75%

Formatted

... [91]

3.2.5 (~~\$56,250.00~~) allocated to the LWDA PAGA Payment and 25% (~~\$18,750.00~~) allocated to the Individual PAGA Payments.

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 2.06" + 6.64"

3.2.4.13.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (~~\$~~) of \$18,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", No widow/orphan control, Tab stops: Not at 1.25" + 2.25" + 3.12"

Formatted

... [92]

3.2.4.23.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount: to be distributed to Participating Class Members. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", No widow/orphan control, Tab stops: Not at 1.25" + 2.25"

Formatted

... [93]

4. SETTLEMENT FUNDING AND PAYMENTS.

Formatted: Font: 12 pt, Bold, Underline

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates, Defendant represents there are 1,050 Class Members who collectively worked a total of Workweeks, and Aggrieved Employees who worked a total 124,389 workweeks during the Class Period as of PAGA Pay Periods April 22, 2025 (i.e., as of the date the Parties

Formatted

... [94]

Formatted: List Paragraph, Justified, Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", No widow/orphan control, Tab stops: Not at 0.5"

Formatted

... [95]

participated in mediation).

4.2 —Class Data. Not later than ~~ten (10)~~ days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will ~~simultaneously~~ deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

4.3 — Funding of Gross Settlement Amount. ~~XYZ~~Defendant shall ~~fully~~ fund the Gross Settlement Amount, ~~and also fund the amounts in two installments as follows:~~

4.3.1 First Installment: No later than November 11, 2026 (i.e., one (1) year from the date the Parties executed the Memorandum of Understanding), Defendant will deposit half of the Gross Settlement Amount (i.e., \$750,000.00) (“First Installment”) into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary ~~to fully pay XYZ’s~~for the Settlement Administrator to calculate necessary payroll taxes including their official names, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator.

4.3.2 Second Installment: No later than nine (9) months after the First Installment, Defendant will deposit the remaining half of the Gross Settlement Amount (\$750,000.00) and Employer Taxes (“Second Installment”) into the QSF.

4.3.3 Funding Obligation and Satisfaction: Defendant’s payment of the Gross Settlement Amount and Defendant’s share of payroll taxes ~~by transmitting the funds to the Administrator no later than [14] days after the Effective Date~~is contingent upon receipt of the Administrator’s payment instructions. Defendant’s payment obligations with respect to the Gross Settlement Amount and Defendant’s share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator’s instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4 — Payments from the Gross Settlement Amount. Within ~~[14] ten (10)~~ days after ~~XYZ~~Defendant* ~~fully~~ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration ~~Expenses~~Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Settlement Administrator shall also set aside the employer taxes and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities.

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

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~retuned~~ returned undelivered without ~~United States Postal Service (“USPS”)~~ forwarding address. Within ~~seven (7)~~ days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the ~~void date~~ Void Date.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and ~~cancelled~~canceled after the ~~void date~~Void Date, the Administrator shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ~~section~~Section 384, ~~subdivisionsubd.~~ (b).] ~~for to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy).~~

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1" + 1.75"

Pres Recipient”) _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. **RELEASES OF CLAIMS.** Effective on the date when ~~XYZ Defendant~~ fully funds the entire Gross Settlement Amount and ~~funds~~ all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff~~Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 ~~Plaintiff's Release. Plaintiff and his, her, or~~Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiffs, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, ~~release and discharge Released Parties from all claims, transactions or, occurrences [that occurred during the Class Period], including, but not limited to:~~

5.1 (a) ~~all claims that were, or reasonably could, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been, alleged, based on the facts contained, asserted, whether in the Operative Complaint and (b) all PAGA claims that were~~ort, contract, or reasonably could have been, alleged based on facts contained for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 5.2, below]. (“Plaintiff's connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement (“Plaintiffs' Release.”) Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including but not limited to, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted ... [96]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

~~outside the Class Period. Plaintiff acknowledges. Plaintiffs acknowledge that Plaintiff~~~~Plaintiffs~~ ~~may discover facts or~~
~~law different from, or in addition to, the facts or law that Plaintiff~~~~Plaintiffs~~ ~~now knows~~~~know~~ ~~or believes~~~~believe~~
to be true but ~~agrees~~~~agree~~, nonetheless, that ~~Plaintiff's~~~~Plaintiffs'~~ Release shall be and remain effective in all
respects, notwithstanding such different or additional facts or ~~Plaintiff's~~~~Plaintiffs'~~ discovery of them.

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

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

~~5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:~~
~~All Participating Class Members, on behalf of themselves and their respective former and~~
~~present representatives, agents, attorneys, heirs, administrators, successors and assigns,~~
~~release Released Parties from (i) all claims that were alleged, or reasonably could have~~

Formatted: Header

Formatted

... [98]

Formatted

... [99]

Formatted

... [100]

~~5.2 been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action]~~
~~[including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except~~Released Class Claims:
All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action,
alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint,
including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor
Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor
Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7
and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5)
failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify
employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested
employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business
practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.) ("Released Class Claims"). Except for
Plaintiff's Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class
Members do not release any other claims, including claims for vested benefits, wrongful termination,
violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
workers' compensation ~~or claims based on facts occurring outside, or claims based on facts occurring outside the~~
Class Period. The enumeration of these specific claims shall neither enlarge nor narrow the scope of res
judicata based on the claims that were asserted in the Action or could have been asserted in the Action
based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that
accrued during the Class Period.

~~5.3 — Release by Non Participating Class Members Who Are Aggrieved Employees: All Non-~~
~~Participating Class Members who are~~Released PAGA Claims: All Aggrieved Employees are deemed to
release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil

Formatted: Header

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", No widow/orphan control, Tab stops: 0.25", Left + Not at 0.58"

penalties that ~~were~~are alleged, or reasonably could have been alleged, based on the ~~PAGA Period~~ facts ~~stated~~alleged in the ~~Operative~~operative Complaint, ~~and the~~ in Plaintiffs' November 15, 2023 PAGA Notice ~~and ascertained in the course of the Action~~, including, e.g., "(a) any and all claims involving any ~~alleged~~ but not limited to: (1) failure to pay minimum ~~wage, etc.~~ and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558) ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. The Released PAGA Claims are those that accrued during the PAGA Period. Aggrieved Employees do not release claims for wages or damages unless such Aggrieved Employee is a Participating Class Member.

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

6.1 ~~XYZ's Declaration in Support of Preliminary Approval. Within ___ days of the full~~
~~execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed Declaration from~~
~~XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with~~
~~the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall~~
~~over~~~~Defendant's Representations. Defense Counsel and Defendant represent~~ that they are not aware of
any other pending matter or action asserting claims that will be extinguished or adversely affected by the
Settlement. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the
Administrator. Defendant further represents that, based on its records and available information, Spanish
is the only non-English languages necessary to ensure that the Class Notice provides adequate notice to
Class Members.

6.2 ~~Plaintiff's~~Plaintiffs' Responsibilities. ~~Plaintiff~~Plaintiffs will prepare and deliver
to Defense Counsel all documents necessary for obtaining Preliminary Approval,
including: (i) a draft of the notice, and memorandum in support, of the Motion for
Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*, and
a request for approval of the PAGA Settlement under Labor Code ~~section~~Section 2699,
~~subdivisionsubd. (f)(2)) (2016)~~; (ii) a draft proposed Order Granting Preliminary
Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a
signed declaration from ~~the Administrator attaching its "not to exceed" bid for~~
~~administering the Settlement and attesting to its willingness to serve; competency;~~
~~operative procedures for protecting the security of Class Data; amounts of insurance~~
~~coverage for any data breach, defalcation of funds or other misfeasance; all facts~~
~~relevant to any actual or potential conflicts of interest with Class Members [and/or the~~
~~proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff,~~
~~Class Counsel or Defense Counsel;~~ (v) a signed declaration from ~~Plaintiff~~Plaintiffs
confirming willingness and competency to serve and disclosing all facts relevant to any
actual or potential conflicts of interest with Class Members, ~~{and/or} the Administrator~~
~~{and/or the proposed Cy Pres}; (vi; (v) a signed declaration from each Class Counsel~~
firm attesting to its competency to represent the Class Members; its timely

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.25",
Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt,
Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... +
Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at:
0.69", No widow/orphan control, Tab stops: Not at 0.8" +
1.25" + 6.16"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: Not Italic

Formatted: Font: Not Italic

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

6.2 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (~~Lab: Labor~~ Code, ~~§ section~~ 2699.3, subd. (a)) (2016)), Operative Complaint (~~Lab: Labor~~ Code, ~~§ section~~ 2699, subd. (l)(1) (2016)), this Agreement (~~Lab: Labor~~ Code, ~~§ section~~ 2699, subd. (l)(2)) (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) (2016)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 — Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval; and for appearing in, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 — Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition

Formatted	... [101]
Formatted	... [103]
Formatted	... [102]
Formatted	... [104]
Formatted	... [105]
Formatted	... [106]
Formatted	... [107]
Formatted	... [108]
Formatted	... [109]
Formatted	... [110]
Formatted	... [111]
Formatted	... [112]
Formatted	... [114]
Formatted	... [113]
Formatted	... [115]
Formatted	... [116]
Formatted	... [117]
Formatted	... [118]
Formatted	... [119]
Formatted	... [120]
Formatted	... [121]
Formatted	... [122]
Formatted	... [123]
Formatted	... [124]
Formatted	... [125]
Formatted	... [126]
Formatted	... [127]
Formatted	... [128]
Formatted	... [129]
Formatted	... [130]
Formatted	... [131]
Formatted	... [132]
Formatted	... [133]
Formatted	... [134]
Formatted	... [135]
Formatted	... [136]
Formatted	... [137]
Formatted	... [138]
Formatted	... [139]
Formatted	... [140]
Formatted	... [141]
Formatted	... [142]
Formatted	... [143]
Formatted	... [144]
Formatted	... [145]
Formatted	... [146]
Formatted	... [147]
Formatted	... [148]
Formatted	... [149]

of appointment,

7.1 — the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Costs, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 — ~~Employer Identification Number~~ Tax Reporting & Employer Identification Number. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed, on the Individual Class Payments, and for paying the taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 — Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

Formatted: Header

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 2.25"

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

7.4.1 —No later than ~~three (3) business~~five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, ~~PAGA Members~~Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [152]

7.4.2 —Using best efforts to perform as soon as possible, and in no event later than ~~[14]~~(fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~A~~. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods ~~(if applicable)~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75" + 4.33"

Formatted

... [153]

7.4.3 —Not later than ~~[3] business~~five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [154]

7.4.4 —The deadlines for Class Members' written objections, ~~Challenges~~challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~[fourteen days]~~(14) days beyond the [60]forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

Formatted

... [155]

7.4.5 —If the Administrator, ~~XYZ~~Defendant, or Class Counsel is contacted by or otherwise

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

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

7.5 Requests for Exclusion (Opt-Outs).

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.96"

7.5.1 — Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~60~~forty-five (45) days after the Administrator mails the Class Notice (plus an additional ~~fourteen~~ (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her ~~their~~ representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [156]

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

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [157]

~~7.5.3~~ — Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under ~~Paragraphs~~paragraphs 5.2 and

Formatted

... [158]

~~7.5.3~~ 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

Formatted

... [159]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control

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

Formatted

... [160]

are deemed to release the ~~claims~~Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~7.6~~ Challenges to Calculation of Workweeks. Each Class Member shall have ~~{60}~~forty-five (45) days after the Administrator mails the Class Notice (plus an additional ~~{fourteen}~~ (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods ~~(if any)~~ allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

7.6 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

Formatted: Header

Formatted

... [161]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

7.7 Objections to Settlement.

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

Formatted

... [162]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [163]

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~60~~forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional ~~fourteen~~ (14) days for Class Members whose Class Notice was re-mailed).

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [164]

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

Formatted

... [165]

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [166]

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

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

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Preliminary Approval, ~~the~~ Preliminary Approval, ~~the~~ Order, Class Notice, ~~the~~ Motion for Final Approval, ~~the~~ Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, ~~the~~ Final Approval Order, and the Judgment, The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 ~~Requests for Exclusion (Opt-outs) and Exclusion List.~~ The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~five (5)~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

7.8.2 (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

Formatted: Header

Formatted

... [167]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control

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

Formatted

... [168]

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

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

Formatted

... [169]

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

7.8.5 — Administrator’s Declaration. Not later than ~~fourteen (14)~~ days before the date by which ~~Plaintiff is~~ Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

... [170]

7.8.6 — Final Report by Settlement Administrator. Within ~~ten (10)~~ days after the

Formatted: Not Expanded by / Condensed by

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

~~8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were~~

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

____ Aggrieved Employees who worked _____ Pay Periods during the PAGA
Period.^{viii}

8. **XYZ'S CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of April 22, 2025 (i.e., as of the date the Parties participated in mediation), there are 1,050 Class Members who collectively worked a total of 124,389 Workweeks during the Class Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 124,389 Workweeks (i.e. greater than 136,828 Workweeks), then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis, including the Class Counsel Fees Payment, above 10% (i.e., if there is an 15% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 5%); or (2) elect to change the Class Period and PAGA Period end dates to an earlier date in which the Workweek count does not exceed 136,838 ("Alternative End Date") in lieu of paying an increase to the Gross Settlement Amount. Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the Preliminary Approval hearing regarding whether the escalator clause has been triggered and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members, XYZ Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ Defendant must notify Class Counsel and the Court of its election to withdraw not later than [seven]

Formatted	... [171]
Formatted	... [173]
Formatted	... [174]
Formatted	... [172]
Formatted	... [175]
Formatted	... [176]
Formatted	... [177]
Formatted	... [178]
Formatted	... [179]
Formatted	... [180]
Formatted	... [181]
Formatted	... [182]
Formatted	... [183]
Formatted	... [184]
Formatted	... [185]
Formatted	... [186]
Formatted	... [187]
Formatted	... [188]
Formatted	... [189]
Formatted	... [190]
Formatted	... [191]
Formatted	... [192]
Formatted	... [193]
Formatted	... [194]
Formatted	... [195]
Formatted	... [196]
Formatted	... [197]
Formatted	... [198]
Formatted	... [199]
Formatted	... [200]
Formatted	... [201]
Formatted	... [202]
Formatted	... [203]
Formatted	... [204]
Formatted	... [205]
Formatted	... [206]
Formatted	... [207]
Formatted	... [208]
Formatted	... [209]
Formatted	... [210]
Formatted	... [211]
Formatted	... [212]
Formatted	... [213]
Formatted	... [214]

(7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than ~~sixteen (16)~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~ unless otherwise scheduled by the Court, Plaintiffs will file in Court, a ~~motion~~ Motion for ~~final approval~~ Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subdivisionsubd. (l);~~ (2016); a Proposed Final Approval Order; and a proposed Judgment (collectively “Motion for Final Approval”). ~~Plaintiff~~ Plaintiffs shall provide drafts of these documents to Defense Counsel ~~not later than [seven] days~~ prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 — Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later ~~that [than]~~ five ~~(5)~~ court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 — Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award ~~less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator~~ Expenses ~~Costs~~ Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 — Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, ~~Action~~ the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and

Formatted	... [215]
Formatted	... [216]
Formatted	... [218]
Formatted	... [217]
Formatted	... [219]
Formatted	... [220]
Formatted	... [221]
Formatted	... [222]
Formatted	... [223]
Formatted	... [224]
Formatted	... [225]
Formatted	... [226]
Formatted	... [227]
Formatted	... [228]
Formatted	... [229]
Formatted	... [230]
Formatted	... [232]
Formatted	... [233]
Formatted	... [234]
Formatted	... [235]
Formatted	... [231]
Formatted	... [236]
Formatted	... [237]
Formatted	... [238]
Formatted	... [239]
Formatted	... [240]
Formatted	... [241]
Formatted	... [242]
Formatted	... [243]
Formatted	... [244]
Formatted	... [245]
Formatted	... [246]
Formatted	... [247]
Formatted	... [248]
Formatted	... [249]
Formatted	... [250]
Formatted	... [251]
Formatted	... [252]
Formatted	... [253]
Formatted	... [254]
Formatted	... [255]
Formatted	... [256]
Formatted	... [257]
Formatted	... [258]
Formatted	... [259]
Formatted	... [260]
Formatted	... [261]
Formatted	... [262]
Formatted	... [263]

(iii) addressing such post-Judgment matters as are permitted by law.

~~10.4~~ Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

10.4 Payment and Class Counsel Litigation Expenses Payment ~~as~~ set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

Formatted: Header

Formatted

... [264]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

10.5 — Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entryEntry of Judgment, sharing, on a 50-50 basis, any additional Administration ExpensesCosts reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

Formatted

... [265]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted: Underline

Formatted

... [266]

Formatted: Justified, Indent: Left: 0", First line: 0", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", No widow/orphan control, Tab stops: 0.25", Left + Not at 0.58"

12. ADDITIONAL PROVISIONS.

Formatted

... [267]

Formatted

... [268]

12.1 — No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint ~~have~~has merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendant's defenses in the ~~Action~~Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, ~~XYZ~~Defendant reserves the right to contest certification of any class for any ~~reasons, and XYZ~~reason. Defendant reserves all available defenses to the claims in the ~~Action~~Actions, and ~~Plaintiff reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

~~12.2~~ Confidentiality Prior to Preliminary Approval. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

~~12.2~~ Each Party agrees to immediately notify ~~each~~the other Party of any judicial or agency order, inquiry, or subpoena seeking such information, ~~Plaintiff~~Plaintiffs, Class Counsel, ~~xyz~~Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

~~12.5~~ Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

Formatted: Header

Formatted

... [269]

Formatted

... [270]

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control

Formatted

... [271]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

Formatted

... [272]

Formatted

... [273]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

represent that they are authorized by ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 — Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

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

Formatted: Header

Formatted

... [274]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted

... [275]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted

... [276]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted

... [277]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the ~~State~~ state of California, without regard to conflict of law principles.

Formatted

... [278]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

Formatted

... [279]

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted

... [280]

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Cal. Evid. Code section §1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZDefendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court rule court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from XYZDefendant unless, prior to the Court's discharge of the Administrator's obligation, XYZDefendant makes a written request to Class Counsel for the return, rather than the destruction destructions, of Class Data.

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

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

... [281]

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To ~~Plaintiff~~ Plaintiffs:

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To ~~xvz~~ Defendant:

Alfred J. Landegger, Esq. State Bar No. 84419
alfred@landeggeresq.com
Roxana E. Verano, Esq. – State Bar No. 186837
roxana@landeggeresq.com
Joseph P. Sklar, Esq. – State Bar No. 336921
joseph@landeggeresq.com

Formatted	... [282]
Formatted	... [284]
Formatted	... [285]
Formatted	... [286]
Formatted	... [287]
Formatted	... [288]
Formatted	... [289]
Formatted	... [290]
Formatted	... [291]
Formatted	... [292]
Formatted	... [293]
Formatted	... [294]
Formatted	... [283]
Formatted	... [295]
Formatted	... [297]
Formatted	... [296]
Formatted	... [298]
Formatted	... [299]
Formatted	... [300]
Formatted	... [301]
Formatted	... [302]
Formatted	... [303]
Formatted	... [304]
Formatted	... [305]
Formatted	... [306]
Formatted	... [307]
Formatted	... [308]
Formatted	... [309]
Formatted	... [310]
Formatted	... [311]
Formatted	... [312]
Formatted	... [313]
Formatted	... [314]
Formatted	... [315]
Formatted	... [316]
Formatted	... [317]
Formatted	... [318]
Formatted	... [319]
Formatted	... [320]
Formatted	... [322]
Formatted	... [323]
Formatted	... [324]
Formatted	... [321]
Formatted	... [325]

LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

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

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

12.20 For Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: Exactly 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

DATED: _____

Plaintiff _____ For XYZ Erika Mansilla

(date)

DATED: _____

Plaintiff Guadalupe Carrillo

[Signatures continue on the following page(s)]

DATED: _____

Defendant Darbun Enterprises, Inc.
dba All Saints Health Care

Daniel Wayne Bunn, President
Defendant Darbun Enterprises, Inc.
dba All Saints Health Care

Approved by counsel:

DATED: _____ WILSHIRE LAW FIRM

BY: _____
John G. Yslas
Jeffrey C. Bils
Aram Boyadjian
Andrew Sandoval

Counsel for Plaintiff _____ Plaintiffs

Formatted: Header

Formatted: Normal, Justified, Indent: Left: 2.1", First line: 0.3", No widow/orphan control, Tab stops: Not at 2.58" + 3.75" + 5.83"

Formatted: Font: 12 pt

DATED: LANDEGGER VERANO, ALC

BY: Alfred J. Landegger
Roxana E. Verano
Joseph Sklar

Counsel for ~~xyz~~Defendant

~~(date)~~

Formatted: Header

Formatted: Normal, Indent: Left: 2.69", No widow/orphan control, Tab stops: Not at 2.08" + 3.75" + 5.5"

Exhibit 4



Thank you for your Other Response or Document Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Tue 2/3/2026 3:40 PM

To Letty Zepeda <letty.zepeda@wilshirelawfirm.com>

02/03/2026 03:40:17 PM

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

Item submitted: Other Response or Document Submission

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cletty.zepeda%40wilshirelawfirm.com%7C8ce02e310c264e01ad8b08de637d9d56%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639057588326702632%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy_dWUsIiYiOiIwLjAuMDAwMCIiOiIjXaW4zMilslkFOljoITWFpbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=NLVbPi%2FtERQbPVowulecS7ol1UXImSYB5Nt6f9S5K4k%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cletty.zepeda%40wilshirelawfirm.com%7C8ce02e310c264e01ad8b08de637d9d56%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639057588326702632%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy_dWUsIiYiOiIwLjAuMDAwMCIiOiIjXaW4zMilslkFOljoITWFpbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=NLVbPi%2FtERQbPVowulecS7ol1UXImSYB5Nt6f9S5K4k%3D&reserved=0)

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bills (SBN 301629)
jeffrey.bills@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ERIKA MANSILLA and GUADALUPE
CARRILLO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

DARBUN ENTERPRISES, INCORPORATED
DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Lead Case No. 23STCV23213
[Related Case No. 24STCV10269]

*[Assigned for All Purposes to the Hon.
William F. Highberger, Dept. 10]*

**DECLARATION OF GUADALUPE
CARRILLO IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: September 25, 2023

DECLARATION OF GUADALUPE CARRILLO

I, Guadalupe Carrillo, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for Defendant Darbun Enterprises, Incorporated DBA All Saints Health Care (“Darbun Enterprises”) as an hourly-paid non-exempt employee from approximately January 2019 to approximately June 2023. I worked for Darbun Enterprises as a certified nursing assistant caring for bedbound patients. My job duties included, but were not limited to, taking patients’ vitals, dressing them, bathing them, and helping them exercise.

3. Based on my experience and knowledge of Darbun Enterprises’ wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on behalf of myself as well as other hourly-paid non-exempt employees of Darbun Enterprises.

4. I am seeking to become a class representative in this case. Based on my experience working for Darbun Enterprises for over four (4) years, I believe my experiences are similar to those of other hourly-paid non-exempt employees of Darbun Enterprises and that we were all subject to the same employment policies and practices while working for Darbun Enterprises.

5. I do not have any conflicts with other hourly-paid non-exempt employees of Darbun Enterprises that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid non-exempt employees at Darbun Enterprises.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Darbun Enterprises’ company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Darbun Enterprises.

///

7. I have always kept the best interests of the other hourly-paid non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid non-exempt employees by initiating this lawsuit, providing information to my attorneys, keeping in regular contact with my attorneys regarding the status of the case, meeting with my attorneys regarding the claims, making myself available the day of mediation to answer questions, and reviewing the settlement agreement to make sure it was fair.

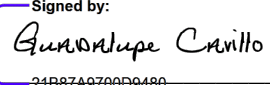
8. I will continue to actively participate in this lawsuit as necessary and will continue to make myself available to assist in this case moving forward as needed.

9. I do not have any actual or potential conflicts of interest with Class Members or the proposed Settlement Administrator, ILYM Group Inc.

10. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

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

Executed on 1/5/2026, at Los Angeles, California.

Signed by:

 21B87A9700D9480...
 Guadalupe Carrillo

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Jeffrey C. Bills (SBN 301629)
jeffrey.bills@wilshirelawfirm.com
3 Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
4 Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM, PLC**
6 660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
7 Facsimile: (213) 381-9989

8 Attorneys for Plaintiffs

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 ERIKA MANSILLA and GUADALUPE
13 CARRILLO, individually, and on behalf of all
others similarly situated,

14 *Plaintiffs,*

15 v.

16 DARBUN ENTERPRISES, INCORPORATED
17 DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
18 inclusive,

19 *Defendants.*

Lead Case No. 23STCV23213
[Related Case No. 24STCV10269]

*[Assigned for All Purposes to the Hon.
William F. Highberger, Dept. 10]*

**DECLARATION OF ERIKA MANSILLA
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: September 25, 2023

DECLARATION OF ERIKA MANSILLA

I, Erika Mansilla, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for Defendant Darbun Enterprises, Incorporated DBA All Saints Health Care (“Darbun Enterprises”) as an hourly-paid non-exempt employee from approximately 2013 to approximately June 2023. I worked for Darbun Enterprises as a certified nursing assistant caring for bedbound patients. My job duties included, but were not limited to, taking patients’ vitals, dressing them, bathing them, and helping them exercise.

3. Based on my experience and knowledge of Darbun Enterprises’ wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on behalf of myself as well as other hourly-paid non-exempt employees of Darbun Enterprises.

4. I am seeking to become a class representative in this case. Based on my experience working for Darbun Enterprises for approximately 10 years, I believe my experiences are similar to those of other hourly-paid non-exempt employees of Darbun Enterprises and that we were all subject to the same employment policies and practices while working for Darbun Enterprises.

5. I do not have any conflicts with other hourly-paid non-exempt employees of Darbun Enterprises that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid non-exempt employees at Darbun Enterprises.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Darbun Enterprises’ company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Darbun Enterprises.

///

7. I have always kept the best interests of the other hourly-paid non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid non-exempt employees by initiating this lawsuit, providing information to my attorneys, keeping in regular contact with my attorneys regarding the status of the case, meeting with my attorneys regarding the claims, making myself available the day of mediation to answer questions, and reviewing the settlement agreement to make sure it was fair.

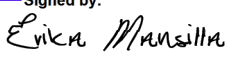
8. I will continue to actively participate in this lawsuit as necessary and will continue to make myself available to assist in this case moving forward as needed.

9. I do not have any actual or potential conflicts of interest with Class Members or the proposed Settlement Administrator, ILYM Group Inc.

10. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

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

Executed on 1/5/2026, at Sunland, California.

Signed by:

 66C865F4564B4CF...
 Erika Mansilla

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Jeffrey C. Bills (SBN 301629)
jeffrey.bills@wilshirelawfirm.com
3 Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
4 Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM, PLC**
6 660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
7 Facsimile: (213) 381-9989

8 Attorneys for Plaintiff

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 ERIKA MANSILLA and GUADALUPE
13 CARRILLO, individually, and on behalf of all
others similarly situated,

14 *Plaintiffs,*

15 v.

16 DARBUN ENTERPRISES, INCORPORATED
17 DBA ALL SAINTS HEALTH CARE, a
California corporation; and DOES 1 through 10,
18 inclusive,

19 *Defendants.*
20
21
22
23
24
25
26
27
28

Lead Case No. 23STCV23213
[Related Case No. 24STCV10269]

*[Assigned for All Purposes to the Hon.
William F. Highberger, Dept. 10]*

**DECLARATION OF LISA MULLINS OF
ILYM GROUP INC. IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: September 25, 2023

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of Plaintiffs Roberto Davis and Reginald Bruce Tyler, Jr.'s (collectively "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Mansilla, et al. v. Darbun Enterprises* matter.

4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and

1 check for duplicates and other possible discrepancies.

2 5. As part of the preparation for mailing the class notice, in English and Spanish, ILYM
3 Group will process class members' names and addresses against the National Change of Address
4 ("NCOA") database, maintained by the United States Postal Service ("USPS"), for the purpose of
5 updating and confirming the mailing addresses of the class members before mailing of the class
6 notice and opt-in form. To the extent an updated address is found in the NCOA database, ILYM
7 Group will use the updated address for mailing the class notice. If ILYM Group does not locate an
8 updated address in the NCOA database, it will use the original address provided by Defendant for
9 mailing the class notice.

10 6. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace
12 efforts and will promptly remail the class notice.

13 7. Prior to sending out the notice, ILYM Group will fill in the specific date for the
14 deadline so that all class members will be apprised of exactly when all applicable forms will be due,
15 depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an
16 objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number
17 and name of those individuals who filed a timely opt-opt, dispute or objection.

18 8. ILYM Group's Disbursement Process will include but not limited to; (a) applying
19 for the case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with
20 administering tasks including but not limited to overview and reconciliation of account; (c)
21 calculating the individual settlement amounts; (d) preparing, administering and distributing
22 settlement award checks to the Participating Class Members, including necessary tax forms (W2
23 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; and (f)
24 performing other such duties as the Parties and/or the Courts direct. The above services are included
25 in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM
26 Group's quote for this matter.

27 9. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges
28 will be incurred unless the class size increases, or additional services are requested. ILYM Group's

1 fees associated with the administration of this settlement are: **\$12,850.00.**

2
3 I declare, under penalty of perjury under the laws of the United States of America and the
4 State of California that the foregoing is true and correct. Executed this 30th day of December 2025,
5 at Tustin, California.

6
7 
8 Lisa Mullins
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
--	-----

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
--	-----

EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Mansilla, et al. v. Darbun Enterprises, Incorporated
Thursday, October 23, 2025

Requesting Attorney:
Andrew Sandoval, Esq.
Wilshire Law Firm, PLC
andrew.sandoval@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	1,050
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$3,670.00
Notification & Mailing:	\$2,347.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,823.00
Case Conclusion:	\$1,360.00

Estimated ILYM Fees & Expenses: \$12,850.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Mansilla, et al. v. Darbun Enterprises, Incorporated

Thursday, October 23, 2025

Requesting Attorney's Name: Andrew Sandoval, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
<i>*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.</i>				
Subtotal				\$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$300.00	1	\$300.00
Toll Free Customer Service Representative	Flat Fee	\$350.00	1	\$350.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$3,670.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.00	1,050	\$1,050.00
USPS First Class Postage	Per Piece	\$0.85	1,050	\$892.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	137	\$204.75
Storage, Photocopies, Deliveries	Flat Fee	\$199.75	1	\$199.75
Subtotal				\$2,347.00

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Mansilla, et al. v. Darbun Enterprises, Incorporated

Thursday, October 23, 2025

Requesting Attorney's Name: Andrew Sandoval, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.80	1,050	\$840.00
USPS First Class Postage	Per Piece	\$0.74	1,050	\$777.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	84	\$126.00
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,823.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

Estimated ILYM Fees & Expenses: \$12,850.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.