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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

YULIANNY QUERALEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

NEWAGE GLENDALE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV27699

[Hon. William F. Highberger]

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF'S MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Date: March 16, 2026
Time: 1:30 a.m.
Courtroom: Dept. 10
Judge: Hon. William F. Highberger

Action Filed: November 9, 2023
Trial Date: Not Set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

3. This Declaration is submitted in support of Plaintiff's MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004.

4. Plaintiff alleges that Defendant engaged in practices and procedures that violated the California Labor Code. These alleged statutory violations subject Defendant to potential liability for penalties pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.* Through this action, Plaintiff seeks to recover those penalties pursuant to PAGA.

6. Plaintiff, a Room Attendant, worked for Defendant in California during the PAGA Period.

8. On November 5, 2023, Plaintiff's counsel sent a letter to the LWDA on behalf of Plaintiff in compliance with California Labor Code § 2699.3.

9. More than 65 days passed since the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

10. On November 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and for unfair business practices. On January 18, 2024, Plaintiff filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Plaintiff signed an arbitration agreement, which likely eliminated Plaintiff’s ability to pursue this matter on a classwide basis. The Parties agreed to settle the matter as a PAGA action only.

11. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged. Defendant admits to no claim by virtue of its agreement to settle this matter.

12. Because Court approval of a PAGA settlement is required, this settlement is presented to this Court for review and approval.

13. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. In addition, through informal discovery, Defendant produced wage and hour policies and practices and time and payroll data for aggrieved employees. We reviewed these records and prepared a damage analysis prior to mediation. Random sampling of time and payroll data was used to control costs and deliver records quickly. The margin of error calculation for the sample of the aggrieved employees in this case is as follows:

$$1.645 \sqrt{\frac{0.5(1-0.5)}{204}} \sqrt{\frac{204-40}{204-1}} = \text{margin of error}^1 = 0.1169 = 11.69\%$$

¹ The term “1.645” is derived from a standard deviation table for a 90% confidence interval, known as a “z-table.” It is not affected by sample or population size. The margin of error is an “overestimate” of

1 With a random sample of data for 204 employees, the margin of error, using the population adjustment
2 factor, was no more than 11.69 percent.² Class Counsel also investigated the applicable law regarding
3 the claims and defenses asserted in the litigation. Based on their investigation and evaluation of this case,
4 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
5 known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings
6 regarding liability, and numerous potential appellate issues.

7 14. On January 6, 2025, the Parties participated in an all-day mediation presided over by
8 Tripper Ortman, Esq. Although the Parties did not settle at the mediation, the Parties later agreed to
9 resolve the action.

10 15. The Parties memorialized the terms of the settlement in a long-form agreement.
11 ("Agreement").

12 SUMMARY OF THE SETTLEMENT TERMS

13 16. Key provisions of the proposed settlement include the following:

- 14 (a) Aggrieved Employees: All persons who worked for Defendant in California as
15 an hourly, non-exempt employee during the PAGA period (the period from
16 November 16, 2022, to April 17, 2025). (Agreement, ¶¶ 1.4, 1.25.)³
17 (b) No Reversion: The Settlement is *non-reversionary*. (Agreement, ¶ 3.1.)
18 (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of

19
20 the margin of error because the variance is presumed to be at its highest value, using $0.5(1-0.5)$ to
represent $p \times q$ in the variance equation of $(p \times q)/n$.

21 ² The margin of error formula does not require an adjustment factor for extremely large populations.
22 A poll of all potential voters in the United States, for example, does not require an adjustment for the
23 population size, since the second radicand in the equation (the fraction in the second radical sign) is
24 effectively equal to 1. This is because the square root of a fraction that is very close to 1 is even closer to
25 1. Consider a population of 200 million and a sample of 1,000 individuals from that population. The
second radicand is the fraction of 200 million minus 1,000, all divided by 200 million minus 1. That is
equal to 0.999995. The square root is 0.99999975, which is indistinguishable from 1 when talking about a
margin of error percentage even to the nearest tenth of a percent. But when the population size is much
smaller, the population size has a major impact on the margin of error for a given sample size.

26 ³ Under Section 8 and paragraph 8.2 of the Agreement ("Aggrieved Employee Size Estimates and
27 Escalator Clause"), Defendant has chosen the contractual option (Option 2, paragraph 8.2) to truncate the
28 PAGA Period to that date on which Pay Periods during the PAGA Period do not exceed the estimated
number of PAGA Periods by more than 10% (or 4,916 Pay Periods), which date Defendant estimates as
April 17, 2025.

1 **\$120,000.00** (hereinafter referred to as the “Gross Settlement Amount” or
2 “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of
3 Plaintiff’s Counsel’s attorney’s fees and costs, and the settlement administrator’s
4 fees and costs. (Agreement, ¶¶ 3.1, 3.2.)

5 (d) Net Settlement Amount: At least **\$48,731.35** will be available for distribution to
6 the Aggrieved Employees and the LWDA. Of this amount, the LWDA will
7 receive at least **\$36,548.51** under the Agreement, and Aggrieved Employees will
8 receive at least **\$12,182.84**. (Agreement, ¶¶ 1.17, 3.2.4.)

9 (e) Plaintiff’s Award: Plaintiff requests an award of \$5,000.00 in recognition of the
10 result obtained for others and the provision of a general release. (Agreement, ¶
11 3.2.1.)

12 (f) Attorney’s Fees: Plaintiff’s Counsel requests an award of attorney’s fees of not
13 more than 33 and 1/3% of the GSA, which is currently estimated to be
14 **\$40,000.00**, subject to the escalator clause. (Agreement, ¶ 3.2.2.)

15 (g) Litigation Costs: Plaintiff’s Counsel requests an award of costs, in an amount of
16 not more than **\$25,000.00**. Costs are **\$21,273.63**, and Plaintiff’s Counsel
17 therefore requests **\$21,273.65** for costs. (Agreement, ¶ 3.2.2.)

18 (h) Settlement Administration: Payment to Aggrieved Employees and administration
19 will be accomplished through third-party settlement administrator, Phoenix Class
20 Action Administration Solutions, which has agreed to perform Administrator
21 duties for a fixed fee of **\$4,995.00**. The fee is reasonable, based on all of the
22 services offered. (Agreement, ¶ 3.2.3; Declaration of H. Scott Leviant [“Leviant
23 Decl.”], ¶ 41; Declaration of Jodey Lawrence [“Lawrence Decl.”], ¶ 7, Exh. 2.)

24 (i) Uncashed Checks: Funds represented by checks returned as undeliverable after a
25 re-mailing, and funds represented by checks remaining un-cashed for more than
26 180 days after issuance, will be tendered to the Unclaimed Property Fund.
27 (Agreement, ¶¶ 4.2.2, 4.2.3.)

28 (j) PAGA Release: In exchange for the above settlement consideration, Defendant

1 shall be entitled to a *specific* release from the LWDA and each and every
2 Aggrieved Employee, including Plaintiff.⁴ (Agreement, ¶ 5.)

3 (k) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was
4 provided to the LWDA and attached the confirmatory submission documents.
5 (Leviant Decl., ¶ 45 and Exh. 3.)

6 17. A true and correct copy of the PAGA SETTLEMENT AGREEMENT is attached hereto
7 as “**Exhibit 1.**”
8

9 THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

10 18. Plaintiff and Plaintiff’s Counsel have diligently investigated the claims in this matter.
11 Plaintiff and Plaintiff’s Counsel concluded, after taking into account the disputed factual and legal issues
12 involved in this Action, the substantial risks attending further prosecution, including risks related to the
13 outcome of possible summary judgment efforts, and the substantial benefits to be received pursuant to
14 the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms
15 agreed to are in the best interest of Plaintiff and the Aggrieved Employees and are fair and reasonable.
16 Plaintiff’s Counsel brought to bear a great deal of experience with wage and hour actions in negotiating
17 the settlement of this case.

18 19. Resolution at this time will forestall the need for additional expensive and time-
19 consuming litigation that could very well result in an outcome less satisfactory than that proposed under
20 this settlement. But, before any other consideration, we have agreed to this settlement because it is
21 objectively reasonable. The potential for resolution benefits the aggrieved employees and the State of
22 California, since they do not have to wait additional years for a similar recovery. The efficiency of this
23 litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic
24 method for addressing the claims raised in this matter.

25 20. We have engaged in the necessary investigation in this case that made it possible for us to
26

27 ⁴ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46
28 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, non-party
employees as well as the government are bound by the judgment in an action brought under the act....”)

1 exercise informed judgment in those aspects of the settlement process in which we were involved. The
2 Defendant in this matter produced important information, including the employee handbook as well as
3 pay and time data for employees. That information, coupled with other data provided, was sufficient to
4 permit Plaintiff's Counsel to adequately evaluate the settlement. Plaintiff had more than enough
5 information upon which to evaluate a fair and reasonable settlement amount.

6 21. Here, the expense, complexity and likely duration of future litigation was to some extent
7 an unknown. However, what is certain is that to adequately establish the foundational violations that
8 would support any penalty award, significant time and expense would be invested. To adequately
9 establish that aggrieved employees experience the alleged violations, and at what frequency, the
10 aggrieved employees would need to be interviewed in a systematic fashion. The process would be
11 expensive and time-consuming. But doing so would have been required, since frequency of violations
12 would need to be established before any penalties could be recovered. As to claims such as meal period
13 and rest break violations, the decisions of aggrieved employees are a major factor in assessing liability.
14 Thus, even if records show a facially non-compliant meal period, no penalty could be assessed
15 automatically. In sum, the evidence collected to date leads us to conclude that, to the extent violations
16 occurred, a fact which Defendant disputes, the violations were *not* systematic and *not* uniform across all
17 of Defendant's employees who worked during the PAGA period. With these considerations in mind, the
18 amount of the Settlement is reasonable. For the PAGA Period, the number of PAGA Pay Periods at
19 issue is estimated to be **4,469** (biweekly) for the **204** Aggrieved Employees. Using the most
20 straightforward formulation of applying the "catch-all" \$100 penalty specified in Labor Code §
21 2699(f)(2) to each PAGA Pay Period, and under a reasonable assumption that not all employees were
22 affected, the total penalty exposure is approximately **\$446,900.00**. This settlement of **\$120,000.00** is a
23 reasonable compromise of that approximated exposure. In addition, with assistance from Plaintiff's data
24 consultant, and after a thorough review of evidence casting serious doubt on the viability of many of the
25 theories of penalty recover, counsel separately estimated the maximum plausible potential PAGA
26 exposure to be, on a penalty-by-penalty basis, to be approximately **\$884,124.00**, which includes many
27 overly optimistic assumptions about the ability to prove the frequency of violations for all aggrieved
28 employees who allegedly experienced issues. The settlement is approximately **14%** of that very

optimistic exposure calculation, and 77% of the risk-adjusted exposure, described below:

- Failure to compensate for unpaid wages based on off-the-clock work – Delays caused by the clock-in process prior to clocking in resulted in alleged off-the-clock work. Assuming 25% of employees were affected in any pay period, the maximum exposure is estimated to be as much as \$111,725.00 (4,469 pay periods × 25% × \$100 penalty). However, employee testimony about timeclock wait times suggests that only a small fraction of the aggrieved employees experienced any off-the-clock waiting time, resulting in a more realistic exposure of \$22,345.00 (\$111,825.00 maximum exposure × 20% violation rate). Some very small errors in the calculation of the regular rate of pay are also included in the unpaid wage claim.
- Failure to provide meal periods – Deficient meal periods given the nature of the work resulted in the alleged non-compliant meal periods. Facial violations in the time records occurred in about 17% of pay periods, so the calculated maximum exposure is \$37,986.50 (4,469 total pay periods × 17% × \$50 penalty). However, given that employee choice can be a significant factor in this analysis, a more realistic exposure is \$15,194.60 (\$37,986.50 maximum exposure × 40% violation rate).
- Failure to provide rest breaks – While time constraints due to the nature of the work resulted in alleged non-compliant rest breaks, Defendant's policy was arguably unlawful. Based on an allegedly unlawful policy, rest break violations arguably occurred in 100% of pay periods, a generous assumption. Aside from that, employee rest breaks are not recorded and employee choice can be a significant factor. The calculated maximum exposure is \$446,900.00 (4,469 total pay periods × 100% × \$100 penalty). However, due to the risk that the policy deficiencies would be deemed insufficient to impose liability, and the fact that the amount of missed rest breaks is highly dependent Aggrieved Employee testimony, it is estimated that this claim could support, at best, a more realistic exposure of \$89,380.00 (\$446,900.00 maximum exposure × 20% violation rate).
- Failure to Timely Pay Final Wages – It is estimated that the maximum exposure for this claim is \$8,200.00 (82 former employees × \$100 penalty). However, given the Defendant's defenses to underlying unpaid wage claims, the realistic penalty is \$820.00 (\$8,200.00

maximum exposure $\times$ 10% underlying violation rate).

- Failure to Furnish Accurate Itemized Wage Statements – Assuming 25% of employees experienced a wage statement issue in any pay period, it is estimated that the maximum exposure for this claim is \$279,312.50 (4,469 total pay periods $\times$ 25% $\times$ \$250 penalty). However, after applying a more realistic violation rate, the risk-adjusted penalty is \$27,931.25 (\$279,312.50 maximum exposure $\times$ 10% risk adjustment).
- Unreimbursed Business Expenses – Further investigation confirmed that expense reimbursements were not a significant issue affecting Aggrieved Employees.

22. The PAGA Penalties, pursuant to PAGA and the terms of the Settlement Agreement, will be allocated to the LWDA and all Aggrieved Employees, with sixty-five percent (75%) allocated to the former and thirty-five percent (25%) allocated to the latter.

23. The PAGA Penalties, which are estimated to be at least **\$48,731.35⁵**, provide genuine and meaningful relief to the LWDA and all alleged Aggrieved Employees consistent with the dual-purpose of PAGA because it both redresses the alleged Aggrieved Employees for the Labor Code violations they suffered from throughout their employment with Defendant and deters Defendant from violating the Labor Code in the future, in light of the long-term, costly process required to litigate, mediate, and ultimately settle the Action. For these reasons, the PAGA Penalties amount to genuine and meaningful relief consistent with the underlying purpose of PAGA.

24. The PAGA Penalties are also reasonable in light of the potential verdict value of all claims released. Indeed, the Settlement Agreement contains a release of all PAGA claims that arise or could arise from the facts underlying the operative Complaint and PAGA Notice, including those related to unpaid wages (such as minimum wages and overtime compensation), meal period premiums, rest break premiums, and unreimbursed business expenses. These claims served as the basis of the alleged Aggrieved Employees' PAGA claims.

⁵ The PAGA Penalties equal the Gross Settlement Amount (\$120,000.00) less the PAGA Counsel Fees Payment (at least \$40,000.00, subject to the escalator clause), PAGA Counsel Litigation Expenses Payment (\$21,273.65), and Enhancement (\$5,000.00), and Administration Expenses Payment (\$4,995.00).

25. Further reflected in the PAGA Penalties is the potential risks in continuing to litigate the Action, including, but not limited to, the risk of not prevailing at trial, and the risk that, even if Plaintiff prevailed, the PAGA damages would be limited due to the largely discretionary nature of PAGA civil penalties; Defendant's defenses; and the fact that the ultimate purpose of the Action is and has been to obtain genuine and meaningful relief for the LWDA and Aggrieved Employees.

THE EXPERIENCE OF COUNSEL

26. Moon Law Group, PC has been engaged in the practice of employment and labor law for almost a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related class actions between them. The firm and its lawyers have successfully settled more than 500 class action matters during that time span. The firm and its lawyers have also tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA representative actions) in federal and state courts in California and elsewhere, by way of motion for class certification or motion for settlement approval. I personally participated in the litigation of more than 600 class actions since 1999, and more than 90 percent of those cases were wage and hour matters. While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in many hundreds of class actions.

27. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D. from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of California in June 2007 and has been an Active Member in good standing continuously since then. He has been selected to Super Lawyers for 2020-2024.

28. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is presently class counsel for many dozens of other putative wage-and-hour class and representative action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC

has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in employment-related matters, representing both plaintiffs and defendants; and been appointed lead or co-lead class counsel in numerous federal and state courts in California. The following is a list of some of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdales, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

29. Other attorneys working on this matter include Mariam Ghazaryan and Sandy Pham.

1 Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's practice is focused on
2 labor and employment class action lawsuits involving various violations of California and federal labor
3 laws. Ms. Ghazaryan received her undergraduate degree from UC Irvine. She received her law degree
4 from the Southwestern School of Law. Ms. Ghazaryan was admitted to the California bar in December
5 2021 and her billing rate was \$700.00 per hour. Sandy Pham is an associate at Moon Law Group, PC.
6 Ms. Pham's practice is focused on labor and employment class action lawsuits involving various
7 violations of California and federal labor laws. Ms. Pham's billing rate was \$500 per hour. Ms. Pham
8 received her law degree from the Southwestern School of Law. Ms. Pham was admitted to the California
9 bar in December 2023.

10 30. I received my undergraduate degree from Occidental College. Graduating cum laude, I
11 majored in economics and received a "minor" emphasis in mathematics. Along with my study of
12 economics and mathematics, I also had an emphasis in physics. This combination of scientific and
13 economic education has been of assistance during my litigation of complex civil actions. I received my
14 Juris Doctor degree from the University of Southern California Law Center.

15 31. My experience relevant to class action litigation includes the following:

16 (a) I have been involved in the litigation of class actions since 1997, working as a
17 law clerk on several class action matters. Since 1999, I have participated as an
18 attorney in the litigation of hundreds of class actions, in California Superior
19 Courts and in federal courts in California, Illinois, and Louisiana. I emphasized
20 litigation of wage and hour class actions beginning in 2005, but I have focused
21 on complex litigation of different types at all times since 1999.

22 (b) Dating back to 1999, some of the earliest cases in which I contributed to my
23 then-firm's efforts as co-lead/liaison counsel include:

- 24 1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court
25 Lead Case No. BC130375; and,
26 2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court
27 Lead Case No. BC133643.
28

- 1 (c) I have litigated contested class certification motions multiple times, prevailing
2 on many. Examples include the following:
- 3 1) In 2023, I certified a rest break claim against SMS Transportation, in the
4 matter of *Beard v. SMS Transportation*. Rest break claims are notably
5 difficult to certify.
 - 6 2) In 2023, I certified a regular rate claim against Downtown Women's
7 Center, in the matter of *Evans v. Downtown Women's Center*.
 - 8 3) In 2018, I certified wage and hour claims against Home Depot, in the
9 matter of *Utne v. Home Depot*, in the United States District Court,
10 Northern District of California. The contested certification resulted in a
11 certified class of roughly 140,000 individuals.
 - 12 4) In 2019, I certified a Fair Credit Reporting Act claim related to
13 employment background checks against Wal-Mart Stores, Inc., in the
14 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District
15 Court, Central District of California. The contested certification
16 resulted in a certified class of over 5,000,000 individuals.
 - 17 5) In 2018, I fully briefed a contested class certification motion in the
18 matter of *Harelson v. U.S. Aviation*, in the United States District Court,
19 Northern District of California. After certification was fully briefed, the
20 matter successfully settled.
 - 21 6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v.*
22 *Coldwell Banker*, in the United States District Court, Central District of
23 California.
 - 24 7) In 2012, I fully briefed a contested class certification motion, in the
25 wage and hour matter of *Gillings v. Time Warner*, in the United States
26 District Court, Central District of California. In that matter, summary
27 judgment was granted against my clients, and the certification motion
28 was deemed moot. I appealed to the Ninth Circuit and obtained a

1 reversal of the District Court's decision. Upon remand, the matter
2 settled.

3 8) In approximately 2011, I fully briefed a contested class certification
4 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
5 Superior Court of California, County of Orange. Certification was
6 denied. The result was appealed, and a partial reversal was obtained.

7 9) In approximately 2008, I fully briefed a contested class certification
8 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
9 *LTD.*, Superior Court of California, County of Los Angeles.
10 Certification was denied. I appealed, handling all briefing, and, in
11 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.
12 for rev. denied, I obtained a decision directing the trial court to certify
13 the class. *Ghazaryan* is now widely cited, including by the California
14 Supreme Court, as a comprehensive source for the standards applied to
15 certification motions in California.

16 10) In approximately 2006, I fully briefed a contested class certification
17 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
18 *Bank*, Superior Court of California, County of Orange. Certification
19 was denied. I appealed, handling all briefing. The published opinion of
20 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
21 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
22 Certiorari related to certification due process issues.

23 11) In approximately 2008, I assisted with briefing of a contested class
24 certification motion, in the wage and hour matter, against the
25 Automobile Club of Southern California (AAA). A class was certified
26 and the matter tried.

27 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing
28 before the United States Court of Appeals for the Ninth Circuit Court and

several of California's Courts of Appeal. I have taken several appeals through
to Petitions for Writs of Certiorari to the United States Supreme Court. In
connection with the appeals I have handled, I have participated in appeals
resulting in decisions concerning or relating to class actions or wage and hour
issues. Among others, those include:

- 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
- 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), *pet. for rehearing and pet. for en banc rehearing den.*;
- 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), *pet. for rev. denied*;
- 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), *rev. denied, pet. for cert. denied*;
- 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), *rev. denied, pet. for cert. denied*;
- 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), *rev. denied*;
- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), *pet. for cert. denied*;
- 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel).

(e) I was the lead appellate author in a matter before the California Supreme Court

1 that generated substantial interest in the field of wage and hour litigation. That
2 matter, *Troester v. Starbucks Corporation*, resolved a significant issue of
3 whether, under California law, a *de minimis* defense exists to the employer's
4 obligation to pay all wages for all compensable time worked by an employee.

5 (f) I was the lead appellate counsel in a matter before the California Court of
6 Appeal (Sixth Appellate District) that generated substantial interest in the field
7 of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*,
8 held that prior jurisprudence erroneously concluded that, under California law,
9 underpayment of wages as a result of rounding of time clock punches is lawful
10 so long as the rounding was neutral on its face and as applied. *Camp* is now
11 pending before the California Supreme Court but remains citable as authority
12 pursuant to an Order of the California Supreme Court.

13 (g) In addition to my work on complex litigation matters and class actions, I have
14 authored published articles and columns on issues related to class actions and
15 other litigation issues, including:

- 16 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18
17 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 18 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not*
19 *Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 20 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time:*
21 *Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles),
22 September 12, 2018;
- 23 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward*
24 *after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 25 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY
26 JOURNAL (Los Angeles), December 28, 2010;
- 27 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles),
28 April 21, 2010;

- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- 13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- 14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- 15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*,
- 16) ADVOCATE, April 2006;
- 17) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts

1 of round table discussions with preeminent members of the wage and hour
2 practice bar on both the plaintiff and defense sides. My blog has been cited to
3 the California Supreme Court in at least one Petition for Review. The Complex
4 Litigator has been in existence since 2008, having outlasted many other legal
5 blogs, and it has a unique readership that numbers in the tens of thousands.

6 (i) I have also lectured on issues related to class actions and complex litigation,
7 including the following educational seminars:

- 8 1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*,
9 Bridgeport's Eighth Annual Wage & Hour Litigation Conference
10 (December 16, 2011)
- 11 2) *The Year in Review – Staying Abreast of Current Cases*, Consumer
12 Attorneys of San Diego Class Action Symposium
13 (October 14, 2011)
- 14 3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's
15 Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- 16 4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden
17 State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 18 5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference
19 (October 2, 2010)
- 20 6) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology
21 for Plaintiffs Employment Lawyers (September 30, 2010)
- 22 7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19,
23 2010)
- 24 8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los
25 Angeles County Bar Association's Thirtieth Annual Labor and
26 Employment Law Symposium (March 31, 2010)
- 27 9) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles
28 County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo

Practitioners Conference: MISSION POSSIBLE (June 25, 2009)

11) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

32. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

(a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.

(b) In 2009 I was retained as appellate counsel in the appeal of a denial of class

certification. For the specialized work on that appeal, I charged an hourly rate of \$650.00 per hour, a rate the hiring co-counsel accepted.

(c) The 2024-25 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge \$1,141 per hour.

<http://www.laffeymatrix.com/see.html>.⁶ That rate is derived from the Washington, D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in Los Angeles, compared to Washington, D.C., indicating a 4.9% downward adjustment to the Laffey Matrix may be appropriate.

<https://www.bls.gov/oes/current/oes231011.htm>.⁷ However, using federal employee pay tables, federal employee wages are equal when Los Angeles is compared to Washington, D.C., indicating no adjustment to the Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/general-schedule/>.⁸ And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 4.4% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,141. The complete Adjusted Laffey Matrix is set forth below.

(d) The full 2024-2025 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/24-5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141

⁶Last viewed October 15, 2024.

⁷Last viewed January 30, 2024.

⁸ Last viewed January 30, 2024.

1
2 (e) I have been selected to Super Lawyers from 2012-2025, achieving that professional
3 recognition for more than a decade. I was selected for the Rising Stars edition of
4 Super Lawyers in 2009.

5 (f) Based upon my practice area, geographic market, experience, including all of the
6 above information, reputation, and generally accepted hourly rates, my current,
7 hourly billing rate is now \$975.00, which is well below the presumed appropriate
8 hourly rate of \$1,141 for attorneys with 20 or more years of experience.
9

10 REASONABLENESS OF THE REQUESTED FEE AWARD

11 33. When this case was taken on a contingent fee basis, with the firm agreeing to assume
12 responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation,
13 Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express
14 mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures.
15 The firm took on this case, which necessarily required the firm to forego other opportunities, given finite
16 resources to devote to cases.

17 34. Because of the uncertainty of the outcome in this and other wage and hour litigation
18 undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement,
19 either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
20 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
21 class actions do not resolve successfully.

22 35. Counsel's experience in employment class actions and PAGA cases was integral in
23 evaluating strengths and weaknesses of the case against Defendants and the reasonableness of the
24 settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge
25 concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class
26 action and PAGA action litigation.

27 36. In the past 5 years, Moon Law Group, PC, has settled many dozens of wage & hour class
28 and PAGA actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008)

observed, it has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek no more than one third of the settlement amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with California law approving the percentage of the fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this matter. That work includes:

- (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- (b) Legal research and investigation regarding the Defendant's practices;
- (c) Preparation of multiple drafts of the original complaint and finalization and filing of the original complaint;
- (d) Preparation of multiple drafts of the subsequent complaint and finalization and filing of the subsequent complaint;
- (e) Review of documents and data produced by Defendant;
- (f) Analysis of the audit results and preparation of a damages model for informal settlement negotiations;
- (g) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments; and
- (h) Preparation of the motion for settlement approval.

37. The actual lodestar incurred by Plaintiff's Counsel is approximately **\$129,542.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to numerous other short activities. The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Kane Moon	45.2	\$950	\$42,940.00
H. Scott Leviant	58.3	\$975	\$56,842.50
Mariam Ghazaryan	17.8	\$700	\$12,460.00
Sandy Pham	34.6	\$500	\$17,300.00
	155.9	Total:	\$129,542.50

1 That lodestar would be higher if I included the estimated time that I did not include in by billing
2 entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing
3 informal discovery and evaluating data before and after the settlement negotiations in this matter.
4 Those efforts led to this settlement.

5 38. I also anticipate that we will spend an additional five (5) hours on this matter, appearing
6 at the hearing of this Motion, working with the administrator to process the Settlement, and preparing
7 final accounting filings after distribution of the Settlement.

8 39. Our fee request is approximately, **\$40,000.00** which is 33 and 1/3 % of the Gross
9 Settlement Amount, as specified in the Settlement Agreement. As we are requesting a fee of
10 \$40,000.00 this represents a “negative” multiplier of approximately 0.31. Multipliers between two
11 and four are common and reasonable for a lodestar crosscheck. Therefore, Plaintiff’s Counsel
12 requests a reasonable award of attorney’s fees of not more than 33 and 1/3% of the GSA, which is
13 currently estimated to be **\$40,000.00**.

14 40. The Agreement also provides for the award of actual costs. Plaintiff’s actual, out-of-
15 pocket costs in taking on representation in this Lawsuit on a contingency basis will be approximately
16 **\$21,273.65** as set forth in “**Exhibit 2.**” The costs are capped under the Settlement at \$25,000.00, thus
17 Plaintiff requests an award of **\$21,273.65**.

18
19 THE THIRD-PARTY ADMINISTRATOR

20 41. The parties have agreed that administration will be handled by a third-party administrator.
21 (Agreement, ¶ 7.). In counsel’s experience as class counsel in similar wage-and-hour actions with a
22 similar number of employees, Phoenix Class Action Administration Solutions is fully capable of
23 administering the Settlement at a competitive and reasonable cost and should be approved by the Court
24 to administer the Settlement notice process. Administration will cost **\$4,995.00**. See concurrently filed
25 Declaration of Jodey Lawrence.

1 EXHIBITS

2 42. As noted above, a true and correct copy of the PAGA SETTLEMENT AGREEMENT is
3 attached hereto as “**Exhibit 1.**”

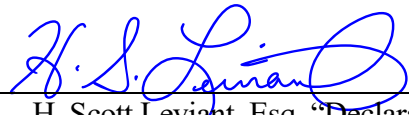
4 43. Attached hereto as “**Exhibit 2**” is a true and correct copy of Plaintiff’s Counsel’s current
5 costs for this matter.

6 44. Attached hereto as “**Exhibit 3**” is a true and correct copy of confirmation of the
7 submission of the PAGA SETTLEMENT AGREEMENT to the LWDA.

8
9 NOTICE WAS PROVIDED TO THE LWDA

10 45. A copy of the PAGA SETTLEMENT AGREEMENT was submitted to the LWDA prior
11 to the filing of this motion. That submission is attached hereto as “**Exhibit 3.**”

12
13 I declare under penalty of perjury, under the laws of the State of California, that the
14 foregoing is true and correct. Executed this November 25, 2025, at Los Angeles, California.

15
16 

17 H. Scott Leviant, Esq. “Declarant”
18
19
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21
22
23
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25
26
27
28

Exhibit “1”

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
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Attorneys for Defendant
NEWAGE GLENDALE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

YULIANNY QUERALEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

NEWAGE GLENDALE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV27699

[Assigned to the Hon. William F. Highberger,
Dept. 10]

PAGA SETTLEMENT AGREEMENT

Complaint filed: November 9, 2023
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff YULIANNY QUERALEZ (“Plaintiff”) and Defendant NEWAGE GLENDALE, LLC (“Defendant”). (Plaintiff and Defendant are referred to herein collectively as “Parties,” or individually as “Party.”)

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Yulianny Querales v. Newage Glendale, LLC*, initiated on November 9, 2023, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV27699.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means: “All persons who worked for Defendant in California as an hourly, non-exempt employee during the PAGA period.”
- 1.5. “Aggrieved Employee Data” means identifying and contact information for the Aggrieved Employees in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods as calculated by Defendant.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for Aggrieved Employees’ current 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.8. “Court” means the Superior Court of California, in and for the County of Los Angeles.
- 1.9. “Defendant” means Newage Glendale, LLC, the named defendant in the Action.
- 1.10. “Defense Counsel” means Jackson Lewis, P.C., the attorneys representing Defendant in the Action.
- 1.11. “Effective Date” means the later of the following: (a) the date the Court enters the Approval Order if the LWDA does not object or seek to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Approval Order if any objection is asserted by the LWDA or the LWDA seeks to intervene in the Action, but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the Approval Order is no longer subject to further judicial review.
- 1.12. “Gross Settlement Amount” means \$120,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Fee, and the Administration Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties, under Labor Code § 2699(i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.17. “Net Settlement Amount” constitutes the amount available from the Gross Settlement Amount to distribute as PAGA Penalties. The Net Settlement Amount is equal to the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Enhancement Fee, PAGA Counsel Fees Payment, PAGA Counsel Litigation

Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

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

1.19. “PAGA Approval Motion” means any motion filed with the Cour that seeks approval of this Settlement.

1.20. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

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

1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.23. “PAGA Notice” means Plaintiff’s original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a). The PAGA Notice is attached here as **Exhibit A**.

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which shall be allocated 25% to Aggrieved Employees and 75% to the LWDA, in settlement of the PAGA claims in this Action.

1.25. “PAGA Period” means the period from November 16, 2022, until entry of the Approval Order.

1.26. “Plaintiff” means Yulianny Querales, the named plaintiff in the Action.

1.27. “Plaintiff Enhancement Fee” means the payment in the amount of up to \$5,000 to Plaintiff, for initiating the Action and providing services in support of the Action.

1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.29. “Released Parties” means Defendant and its parent corporations, sister corporations,

1 affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns,
2 and their current and former employees, attorneys, officers, directors, and agents thereof,
3 both individually and in their business capacities, and their employee benefit plans and
4 programs and the trustees, administrators, fiduciaries, and insurers of such plans and
5 programs, both individually and in their business capacities.

6 1.30. “Settlement” means the disposition of the Action effected by this Agreement and the
7 Judgment.

8
9 **2. RECITALS.**

10 2.1. On November 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging
11 causes of action against Defendant for failure to pay minimum and straight time wages;
12 failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit
13 rest periods; failure to indemnify necessary business expenses; failure to timely pay final
14 wages at termination; failure to provide accurate itemized wage statements; and unfair
15 business practices. On January 18, 2024, Plaintiff filed a First Amended Complaint alleging
16 causes of action against Defendant for civil penalties under the Private Attorneys General
17 Act of 2004 (“PAGA”). The First Amended Complaint is the operative complaint in the
18 Action (the “Operative Complaint”). On June 21, 2024, through the Parties’ stipulation and
19 Order of the Court, the class claims were dismissed without prejudice against Defendant and
20 the putative class, leaving only Plaintiff’s individual Labor Code claims for damages and a
21 single cause of action under PAGA for civil penalties as set forth in the Operative Complaint.
22 Defendant denies the allegations in the Operative Complaint, denies any failure to comply
23 with the laws identified in in the Operative Complaint, and denies any and all liability for
24 the causes of action alleged.

25 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
26 the LWDA by sending the PAGA Notice.

27 2.3. On January 6, 2025, the Parties participated in an all-day mediation presided over by Tripper
28 Ortman, Esq. Although the Parties did not settle at the mediation, the Parties later agreed to

1 resolve the action.

2 2.4. Prior to negotiating the Settlement, and through the mediation process, Plaintiff obtained,
3 through informal discovery, a representative sample of time and payroll data, policy
4 documents, and the number of aggrieved employees and pay periods at issue.

5 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not currently
6 aware of any other pending matter or action asserting claims that will be extinguished or
7 affected by the Settlement.

8
9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
11 promises to pay \$120,000 and no more as the Gross Settlement Amount. Defendant has no
12 obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1
13 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
14 without asking or requiring Aggrieved Employees to submit any claim as a condition of
15 payment. None of the Gross Settlement Amount will revert to Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
17 following payments from the Gross Settlement Amount, in the amounts specified by the
18 Court in the PAGA Approval:

19 3.2.1. To Plaintiff: Plaintiff's Enhancement Fee to the Plaintiff of not more than \$5,000
20 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive
21 as an Aggrieved Employee), as approved by the Court. Defendant will not
22 oppose Plaintiff's request for an Enhancement Fee that does not exceed this
23 amount. Plaintiff's Enhancement Fee will be reported using IRS Form 1099.
24 Plaintiff assumes full responsibility and liability for any taxes owed on the
25 Plaintiff's Enhancement Fee.

26 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%,
27 which is currently estimated to be \$40,000, subject to the escalator clause, and a
28 PAGA Counsel Litigation Expenses Payment of not more than \$25,000 The

1 amounts paid as the PAGA Counsel Fees Payment and the PAGA Counsel
2 Litigation Expenses Payment are both subject to Court approval. Defendant will not
3 oppose requests for these payments provided that they do not exceed these amounts.
4 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel
5 Fees Payment and PAGA Litigation Expenses Payment. Released Parties shall have
6 no liability to PAGA Counsel, or any other Plaintiff's Counsel, arising from any
7 claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel
8 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees
9 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099
10 Forms. PAGA Counsel assumes full responsibility and liability for any taxes owed
11 on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
12 Payment. PAGA Counsel holds Defendant harmless, and indemnifies Defendant,
13 from any dispute or controversy regarding any division or sharing of any of these
14 Payments.

15 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000,
16 except for a showing of good cause and as approved by the Court. Phoenix
17 Settlement Administrators was selected by the Parties, based on its not-to-exceed bid
18 of \$4,995 for administration services.

19 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount
20 of at least \$40,000 to be paid from the Gross Settlement Amount, with 75%
21 (estimated to be at least \$30,000) allocated to the LWDA PAGA Payment and 25%
22 (estimated to be at least \$10,000) allocated to the Individual PAGA Payments.

23 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a)
24 dividing the amount of the Aggrieved Employees' 25% share of the PAGA
25 Penalties by the total number of PAGA Pay Periods worked by all Aggrieved
26 Employees during the PAGA Period and (b) multiplying the result by each
27 Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume
28 full responsibility and liability for any taxes owed on their Individual PAGA

Payment.

3.2.4.2. To the extent required by law, Individual PAGA Payments will be allocated to penalties and reported for tax purposes using IRS form 1099. Tax forms, if required, will be issued by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Fee, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of Plaintiff's Enhancement Fee, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees *via* First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will become void. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Included with each check will be a one-page letter describing the nature of the Individual PAGA Payment. A copy of that letter is attached hereto as **Exhibit B**. The letter may be modified as directed by the Court without requiring any amendment of this Settlement, and the original Exhibit B shall be removed and replaced with any revised version of the letter.

4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for all

Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash the check.

4.2.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (including but not limited to 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release: Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, except claims that the

1 law does not permit Plaintiff to waive by signing this Agreement, which Plaintiff now
2 has, owns, holds, or claims to have, own, or hold, or may have had, owned, or held, or
3 may claim to have, own, or hold against Released Parties, or any of them, regarding
4 events that have occurred in connection with or related to Plaintiff's employment
5 relationship with Defendant, or any acts of Released Parties, including, without
6 limitation, any and all claims that have or could have been asserted in the Action, any
7 claims that in any way relate to the facts and circumstances alleged in the Action.
8 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
9 to any claims for vested benefits, unemployment benefits, disability benefits, social
10 security benefits, and/or workers' compensation benefits that arose at any time or based
11 on occurrences outside Plaintiff's employment with Defendant. Plaintiff acknowledges
12 that Plaintiff may discover facts or law different from, or in addition to, the facts or law
13 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
14 Release shall be and remain effective in all respects, notwithstanding such different or
15 additional facts, or Plaintiff's discovery of them.

16 5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
17 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
18 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

26 5.3. Release by Plaintiff, on behalf of Plaintiff, the Aggrieved Employees, and the State of
27 California: Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
28 California, releases all claims arising under PAGA that were or could have been alleged
based on the facts, legal theories, or causes of action in the PAGA Notice and the
Operative Complaint, including The PAGA Notice is attached here as **Exhibit A**.

1 5.4. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
2 attorneys, employees, agents, successors and assigns the Released Parties from all claims for
3 PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the
4 operative Complaint and the PAGA Notice.

5 5.5. Release of Additional Fees and Expenses by PAGA Counsel: Other than those fees and
6 expenses awarded by the Court pursuant to this Settlement, PAGA Counsel release, on
7 behalf of their present and former attorneys, employees, agents, successors and assigns, the
8 Released Parties from all claims for attorneys' fees and expenses incurred in connection with
9 the Operative Complaint and the PAGA Period and the facts stated in the Operative
10 Complaint and the PAGA Notice. PAGA Counsel will receive only those fees and expenses
11 awarded by the Court pursuant to this Settlement.

12
13 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

14 Plaintiff shall file a PAGA Approval Motion, as described below.

15 6.1. Responsibilities of PAGA Counsel.

16 6.1.1. Drafting of the PAGA Approval Motion. PAGA Counsel will prepare and deliver to
17 Defense Counsel all documents necessary for obtaining approval of this Settlement
18 under Labor Code Section 2699 (f)(2)) including: (i) a draft proposed Order Granting
19 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator
20 attaching its "not to exceed" bid for administering the Settlement and attesting to its
21 willingness to serve; competency; operative procedures for effectuating this
22 Agreement and protecting the security of Aggrieved Employee Data; amounts of
23 insurance coverage for any data breach, defalcation of funds or other misfeasance;
24 all facts relevant to any actual or potential conflicts of interest with Aggrieved
25 Employees or the LWDA; and the nature and extent of any financial relationship
26 with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
27 PAGA Counsel firm attesting to its timely transmission to the LWDA of all
28 necessary PAGA documents; and (iv) all facts relevant to any actual or potential

conflict of interest with Aggrieved Employees and/or the Administrator.

6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for expeditiously finalizing and filing an application or motion for approval of this Settlement no later than thirty (30) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

6.1.3. Delivery of the Approval Order to the Administrator. PAGA Counsel is responsible for delivering the Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the PAGA Approval Motion of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified of the Administrator in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and

providing reports to state and federal tax authorities.

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

7.4. Aggrieved Employee Data. Within thirty (30) business days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

7.5. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there were 204 Aggrieved Employees who worked 4,469 Pay Periods during the PAGA Period. If the number of Pay Periods during the PAGA Period worked by Aggrieved Employees exceeds 4,469 by more than 10% (i.e., if the Pay Periods exceed the estimate to more than 4,916 Pay Periods), then Defendant has two options.

8.1. Option One: Increase the Gross Settlement Amount. Defendant may elect to increase the Gross Settlement Amount proportionally by the Pay Periods in excess of 4,916 Pay

Periods (for example, if the Pay Periods are 11% higher than the estimate of 4,469, then the Gross Settlement Amount will increase by 1%).

8.2. Option Two: Truncate the PAGA Period. Defendant may elect to shorten the PAGA Period so that the Pay Periods in the PAGA Period do not exceed 4,916 Pay Periods.

8.3. Deadline to Confirm Pay Period Count and Make Any Election Regarding Options. Defendant must confirm the actual Pay Period count no later than the date on which Plaintiff files the application or motion for Approval of the Settlement (following one week notice by Plaintiff of the expected date of filing the application or motion and provision of the expected hearing date). In the event that the number of Pay Periods exceeds 4,916 Pay Periods, Defendant must specify no later the date on which Plaintiff files the application or motion for Approval of the Settlement (following one week notice by Plaintiff of the expected data of filing the application or motion and provision of the expected hearing date).whether the Gross Settlement Amount will be increased proportionally by the Pay Periods in excess of 4,916 Pay Periods (Option One) or the PAGA Period will be truncated to an end date when Pay Periods were equal to or less than 4,916 (Option Two). If Defendant does not make an election by the date on which Plaintiff files the application or motion for Approval of the Settlement, then Option One will be implemented, and the Gross Settlement Amount will be increased proportionally by the Pay Periods in excess of 4,916 Pay Periods (Option One).

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, the Parties' respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and

1 appellate proceedings, the right to file motions to vacate the Judgment, motions for new trial,
2 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
3 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
4 Parties' obligations to perform under this Agreement will be suspended until such time as
5 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
6 not affect the amount of the Net Settlement Amount.

7
8 **10. ADDITIONAL PROVISIONS.**

9 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
10 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
11 this Agreement is intended or should be construed as an admission by Defendant that any of
12 the allegations in the Operative Complaint or PAGA Letter have merit or that Defendant has
13 any liability for any claims asserted; nor should it be intended or construed as an admission
14 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
15 representative treatment is for purposes of this Settlement only. If, for any reason the Court
16 does not approve this Settlement, Defendant reserves all available defenses to the claims in
17 the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
18 this Agreement, and the Parties' willingness to settle the Action will have no bearing on and
19 will not be admissible except for proceedings to enforce or effectuate the Settlement and this
20 Agreement.

21 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
27 appropriate action(s) required or permitted to be taken by such Parties pursuant to this
28 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.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement and gain the Court's approval of 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.

10.5. 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.

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

10.7. 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, except where this Agreement expressly permits modifications to **Exhibit B** without further amendment of this Agreement.

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

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

10.10. 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

1 Party was the drafter or participated in the drafting.

2 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
3 during the Action and in this Agreement relating to the confidentiality of information shall
4 survive the execution of this Agreement.

5 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
6 pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data
7 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
8 negotiations, or in connection with the Settlement, is private, confidential and privileged,
9 and may be used only with respect to this Settlement, and no other purpose, and may not be
10 used in any way that violates any existing contractual agreement, statute, or rule of court.
11 Not later than ninety (90) calendar days after the Administrator discharges its obligation to
12 pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of
13 Aggrieved Employee Data received from Defendant unless, prior to the Administrator's
14 payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for
15 the return, rather than the destructions, of Aggrieved Employee Data.

16 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
17 for convenience of reference only and does not constitute a part of this Agreement.

18 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
19 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 10.15. Notice. All notices, demands or other communications between the Parties in connection
23 with this Agreement will be in writing and deemed to have been duly given as of the third
24 business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiff:

27 Kane Moon, Esq.
28 H. Scott Leviant, Esq.
Sandy Pham, Esq.

MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

To Defendant:

Edward James McNamara, Esq.
Christopher S. Milligan Serena A. Limas, Esq.
JACKSON LEWIS P.C.
725 South Figueroa St., Ste. 2500
Los Angeles, CA 90017
E-mail: Edward.McNamara@Jacksonlewis.com
E-mail: Christopher.Milligan@jacksonlewis.com
E-mail: Serena.Limas@jacksonlewis.com

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

10.17. 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* § 583.330 to extend the date to bring a case to trial under *Code of Civil Procedure* § 583.310 for the entire period of this settlement process.

[Signature Page Follows]

1 **Plaintiff:**

PLAINTIFF, YULIANNY QUERALEZ

2 Dated: _____

3 By: _____
Yulianny Querales

4
5 **Defendant:**

DEFENDANT, NEWAGE GLENDALE, LLC

6 Dated: 7/30/2025

7 By: 
Ronnie Lam, President & Chief Executive Officer

8
9
10 **PAGA Counsel:**

MOON LAW GROUP, PC

11 Dated: _____

12 By: _____
Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

13
14 *Attorneys for Plaintiff, Yulianny Querales*

15 **Defendant's Counsel:**

JACKSON LEWIS P.C.

16 Dated: 08/25/2025

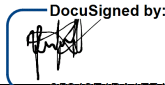
17 By: 
Edward James McNamara, Esq.
Christopher S. Milligan, Esq.
Serena A. Limas, Esq.

18
19
20 *Attorneys for Defendant, Newage Glendale, LLC*

Plaintiff:

PLAINTIFF, YULIANNY QUERALEZ

Dated: 8/4/2025

By: 
Yulianny Querales

Defendant:

DEFENDANT, NEWAGE GLENDALE, LLC

Dated: _____

By: _____
Print Name

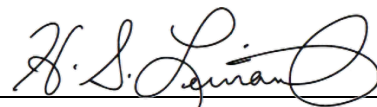
Signature

Title

PAGA Counsel:

MOON LAW GROUP, PC

Dated: 8/5/2025

By: 
Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

Attorneys for Plaintiff, Yulianny Querales

Defendant's Counsel:

JACKSON LEWIS P.C.

Dated: 08/25/2025

By: 
Edward James McNamara, Esq.
Christopher S. Milligan, Esq.
Serena A. Limas, Esq.

Attorneys for Defendant, Newage Glendale, LLC

EXHIBIT A

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

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

Kane Moon, Esq.
Kmoon@moonlawgroup.com

November 5, 2023

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

Newage Glendale, LLC
411 E. Huntington Drive, Suite 305
Arcadia, CA 91006

Notice of Labor Code Violations and PAGA Penalties

Re: ***Yulianny Querales v. Newage Glendale, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Yulianny Querales (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Newage Glendale, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

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

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

Factual Background Regarding Plaintiff's Employment with Defendant

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

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

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

Failure to Pay for All Hours Worked, Including Overtime

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

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

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

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees did not receive compensation for all hours worked. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs and the Class for all hours worked, including all overtime wages. Defendants regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiffs and the Class properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses, incentive payments, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, sick day rate of pay, and meal break premium rate of pay, leading to underpayment. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in

line in order to clock into work, off the clock and uncompensated. Also, the Class were required to undergo COVID screening prior to clocking into work, uncompensated.

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

Failure to Provide Meal Periods

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

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

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

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

Failure to Authorize and Permit Rest Periods

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

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

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

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

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

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

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

Failure to Reimburse and Indemnify Expenses

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

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of specific types of shoes and pants, and the use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

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

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

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

Failure to Timely Pay All Wages at Termination

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

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

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

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

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

Failure to Furnish Accurate Itemized Wage Statements

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

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

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

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

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

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

Failure to Pay All Earned Wages Twice Per Month

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

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

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

Action for Civil Penalties Under PAGA

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

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

9. Labor Code § 204 by failing to pay all earned wages two times per month.

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

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

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

Sincerely,

MOON LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'Kane Moon', is written over the printed name.

Kane Moon, Esq.
Attorney at Law

EXHIBIT B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Yulianny Querales v. Newage Glendale, LLC
Los Angeles Superior Court, Case No. 23STCV27699

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the lawsuit named above and filed by Yulianny Querales (“Plaintiff”) on behalf of herself, the State of California, and all other “Aggrieved Employees” against Newage Glendale, LLC (“Defendant,” together the “Parties”) (the “Settlement”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by failing to: (1) pay minimum and regular rate wages; (2) pay overtime compensation; (3) provide meal periods; (4) authorize and permit rest breaks; (5) timely pay final wages at termination; (6) furnish accurate itemized wage statements; (7) maintain accurate record of hours worked; and (8) pay all wages during employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations in their entirety. Defendant maintains that it was in compliance with the California Labor Code and Wage Order at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “All persons who worked for Defendant in California as an hourly, non-exempt employee during the PAGA period.” Aggrieved Employees have no right to opt out of or object to this PAGA Settlement.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is **[Check Amount]**.

Each Individual PAGA Payment is defined in the Settlement Agreement as the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. “PAGA Period” refers to the time period from November 16, 2022, through entry of the Court’s approval order **[redacted]**.

III. RELEASE

The Court has approved the Parties’ Settlement Agreement (the “Settlement”). By operation of the Settlement’s terms, Plaintiff, on behalf of herself and the State of California, fully releases and forever discharges the Released Parties from any and all Released Claims. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendant and its parent corporations, sister corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, Phoenix Settlement Administrators, toll free at 1**(XXX) XXX-XXXX** with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Aggrieved Employees who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Exhibit “2”

Date	Description	Charge
11/9/2023	Journal Complaint Complex Case	\$ 1,481.72
12/12/2023	Ace - Attorney Service	\$ 214.40
12/12/2023	PAGA Violations Notice Letter to LWDA	\$ 75.00
1/18/2024	LASC Service Charge	\$ 7.26
1/31/2024	LASC Service Charge	\$ 7.26
2/6/2024	LASC Service Charge	\$ 7.26
4/9/2024	Ace - Attorney Service	\$ 135.00
4/16/2024	LASC Service Charge	\$ 7.26
4/25/2024	LASC Service Charge	\$ 7.26
5/9/2024	Ace - Attorney Service	\$ 44.00
6/20/2024	LASC Service Charge	\$ 7.26
8/2/2024	Case Anywhere	\$ 151.53
9/19/2024	Mediation - Plaintiff's Share	\$ 13,000.00
1/8/2025	Berger Consulting Group - Data Analysis	\$ 5,720.00
2/5/2025	One Legal - Joint Status Report	\$ 23.44
		\$ 20,888.65

Future Charges	
Motion Filing Fee	\$ 60.00
Case Anywhere	\$ 175.00
Electronic Filing	\$ 150.00
	\$ 385.00

Total: \$ 21,273.65

Exhibit “3”