David V. Jafari (CA Bar No. 207881)
djafari@jafarilawgroup.com
Saul Acherman (CA Bar No. 288036)
sacherman@jafarilawgroup.com
Eli Hamblet (CA Bar No. 344767)
ehamblet@jafarilawgroup.com
JAFARI LAW GROUP, INC.
2020 Main Street, Suite 350
Irvine, CA 92614
(949) 362-0100

Attorneys for Plaintiff, KIMMY DAO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

KIMMY DAO, an individual, Plaintiff, vs. PANDORA KARAOKE, INC., a California Corporation; URBAN LIFE INC., a California Corporation, TIMMY CHOY, an individual; and DOES 1 to 50 inclusive, Defendants.	Case No.: CGC-24-611422 **DECLARATION OF ELI HAMBLET IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** Department: 206 Judge: Hon. Rochelle East Trial Date: 09/15/2025 Complaint Filed: 01/05/2024 Hearing Date: 12/02/2025 Hearing Time: 9:30 A.M. Law & Motion Department 302 Filed Herewith: 1. Notice of Motion and Motion; Memorandum of Points and Authorities 2. Declaration of Eli Hamblet with Exhibits 3. Declaration of David Jafari 4. Declaration of Saul Acherman 5. [Proposed] Order

I, Eli Hamblet, declare as follows:

1. I am an attorney duly licensed to practice law, and I am counsel for Plaintiff KIMMY DAO in this action. This declaration is submitted in support of Plaintiff KIMMY DAO's MOTION FOR APPROVAL OF PAGA SETTLEMENT. The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify thereto.

2. Jafari Law Group, Inc., is well regarded as a firm that handles employment matters both individual, class, and PAGA. I, David Jafari, and Saul Acherman of Jafari Law Group, Inc. have worked together to add our combined experience in similar litigation as class and PAGA Counsel to ensure that the proposed settlement was the product of serious, informed, and non-collusive negotiations, and represents a fair and reasonable settlement taking into account all the facts and circumstances of the litigation. I have handled more than thirty PAGA Cases for Jafari Law Group, Inc. as head of the Employment Law sector at Jafari Law Group. On these PAGA cases, I have extensive experience including related to PAGA filing, investigation, discovery, mediation, litigation and settlement. Defendants' Counsel Nardell Chitsaz & Associates LLP is also a well-regarded firm that handles employment matters.

3. Plaintiff, an aggrieved employee, submitted notice of alleged Labor Code violations by her employer, Defendant, to the California Labor and Workforce Development Agency (hereafter "LWDA") on February 21, 2024.

4. Defendants are liable for penalties for the violations of Labor Code including but not limited to the following: Defendant failed to pay overtime in violation of California Labor Code §§ 218.5, 510, and 1198. Defendant failed to pay minimum wage in violation of California Labor Code §§ 218.5, 1181.12, 1194, 1194.2, and 1197. Defendant failed to pay all wages at the time of separation under California Labor Code §§ 201, 203, 218.5, and 1194. Defendant failed to provide accurate, itemized wage statements in violation of California Labor Code § 226 and Wage Order No. 5-2001 § 7. Defendant failed to comply with inspection request in violation of California Labor Code § 226(c). Defendant failed to maintain records in violation of California Labor Code §§ 1174 and 1174.5. Defendant failed to keep accurate records of gratuities received under California Labor code § 353. Defendant failed to make payment of gratuities made by patrons using credit cards

which shall be made to the employees not later than the next regular payday, as well as did receive tips which were the sole property of the employee in violation of California Labor Code § 353. Defendant failed to pay employees all hours worked in Violation of California Labor Code §§ 203, 785.15, 785.16 and 29 C.F.R. Defendant failed to provide Meal Periods in violation of California Labor Code §§ 226.7 and 512(a). Defendant failed to provide Rest Breaks in violation of California Labor Code §§ 226.7 and 512(a). Defendant failed to reimburse in violation of California Labor Code § 2802. Defendant retaliated in violation of California Labor Code § 1102.5. Defendant was in violation of California Labor Code §§ 6310 and 6399.7 for retaliating against Plaintiff and other similarly aggrieved employees for making oral or written complaints to Defendants or to governmental agencies having statutory responsibility for employee safety or health.

5. On January 5, 2024, Plaintiff filed a complaint in this Court, for recovery of civil penalties under the Private Attorney General's Act, California Labor Code §§ 2698, et seq. ("PAGA") based on those violations.

6. On August 2, 2025, the parties agreed to a settlement of the PAGA claim, as set forth in the PAGA Settlement Agreement. A true and correct copy of the PAGA Settlement Agreement is attached to this Declaration, as **Exhibit A.**

7. The Labor Workforce Development Agency ("LWDA") has been served with this motion and the Settlement Agreement; a true and correct copy of the proof of service is attached to this Declaration as **Exhibit B**.

8. The terms of the PAGA Settlement Agreement as written in the agreement are as follows: A $75,000 Settlement Fund will be divided Pursuant to PAGA, 75% of the PAGA Penalties Fund, or an estimated fifty six thousand two hundred and fifty dollars ($56,250), will be paid to the LWDA ("LWDA Payment"), and the remaining 25%, or Eighteen Thousand Seven Hundred Fifty Dollars ($18,750), will be paid to all Aggrieved Employees. After estimated deductions for: (i) attorneys' fees of up to 0%; (ii) litigation costs of up to $0; (iii) settlement administration costs of up to $5000; At the time of signing the amounts for the allocation in settlement agreement did not subtract the expected administrator costs of $5,000 from the $75,000 settlement fund prior to dividing it into 75% and 25% allocations. Taking this factor into consideration the PAGA payment

should be ($52,500) to the LWDA, and $17,500 to the aggrieved employees. The terms in the settlement agreement do not subtract the expected $5,000 administrator fee from the total prior to calculating the 75% and 25% share. However, we also expect the $5,000 administrator fee to only come to a total of $2,000 based on the Quote provided by ILYM Group attached as **Exhibit C**.

9. Each side agreed to the informal production of discovery.

10. There have also been conferences and communications between the representatives of the Parties related to this primary issue. Counsel for the Parties have investigated the law as applied to the facts regarding the alleged claims and potential defenses thereto, and the potential damages claimed, including the review of PAGA Representative information produced by Defendants for the purposes of litigation and mediation.

11. Prior to engaging in settlement discussions Plaintiff took depositions and conducted written discovery to evaluate their claims. Plaintiff received over 15,000 pages of documents in this case.

12. During the majority of the time in question few records were kept and those that do exist provide conflicting information. This evidenced record makes proving the details of meal, rest and minimum wage violations more difficult, and increases uncertainty for the Plaintiff. Some of the only available records of time worked were declarations that meal breaks and rest breaks were taken.

13. Prior to engaging in settlement discussions Plaintiff retained an economic expert, Mark Falkenhagen.

14. All of the aggrieved employees worked in similar service positions as Plaintiff for Defendants, as such Plaintiff's claims are representative of all aggrieved employees.

15. We conducted a successful full-day mediation with respected PAGA, and Class action mediator David Phillips, Esq of Signature Resolutions.

16. In evaluating the risks and cost of litigation against the potential benefits of this settlement it is my opinion that this settlement is fair, reasonable and adequate.

17. The LWDA has been served with this motion and the Settlement Agreement; a true and correct copy of the Settlement Agreement is attached as **Exhibit A.**

18. A true and correct copy of the proof of service to the LWDA is attached to the Declaration of Eli Hamblet as **Exhibit B**.

19. While the settlement agreement anticipates and allocates costs up to $5,000 since the signing of the Settlement Agreement, ILYM Group (the "Settlement Administrator") has quoted an expected cost of $2,000.

20. A true and correct copy of the quote for $2,000 from the Settlement Administrator is attached as **Exhibit C**.

21. The Settlement covers the period from January 4th, 2024, through the date on which the Court enters an order approving the Settlement ("Settlement Period"). (See **Exhibit A**, PAGA Settlement 2:26).

22. A true and correct copy of the proposed notice is attached as **Exhibit D**.

Executed this November 13, 2025, in Irvine, CA

Eli Hamblet

EXHIBIT A

David V. Jafari (CA Bar No. 207881)
djafari@jafarilawgroup.com
Saul Acherman (CA Bar No. 288036)
sacherman@jafarilawgroup.com
Eli Hamblet (CA Bar No. 344767)
ehamblet@jafarilawgroup.com
JAFARI LAW GROUP, INC.
2020 Main St., Suite 350
Irvine, CA 92614
(949) 362-0100

Attorneys for Plaintiff
KIMMY DAO

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO

CIVIC CENTER COURTHOUSE

KIMMY DAO, an individual, Plaintiff, vs. PANDORA KARAOKE, INC., a California Corporation; URBAN LIFE INC., a California Corporation TIMMY CHOY, an individual; and DOES 1 through 50, inclusive,	Case No.: CGC-24-611422 [*Assigned for all purposes to the Judge Rochelle East]* **PAGA SETTLEMENT** Case Filed: January 5, 2024 Trial Date: September 15, 2025

PAGA Settlement Agreement

Subject to Court approval by the Superior Court of the State of California for the County of Orange ("Court"), Plaintiffs KIMMY DAO and Defendant PANDORA KARAOKE, INC, URBAN LIFE INC, and TIMMY CHOY and JEFFREY NG ("Defendants, Defedant") (Defendant collectively with Plaintiffs are the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the Private Attorneys General Act ("PAGA") lawsuit entitled *Dao v. Pandora Karaoke in.* San Francisco Superior Court Case No. CGC-24-611422 (the "Action").

Recitals

1. On January 4th, 2024, Plaintiff provided written notice pursuant to California Labor Code section 2699.3 to the California Labor Workforce Development Agency ("LWDA") and Defendant by certified mail of specific provisions of the California Labor Code which Plaintiff alleged Defendant had violated, pursuant to California Labor Code 2699.3. Plaintiff Chavez alleged that Defendant violated the California Labor Code and Industrial Wage Order's requirements for overtime wages, minimum wages, meal periods, rest periods, wage statements, and the maintenance of reasonably comfortable temperatures.

2. On January 5, 2024, Plaintiff filed a *Dao v. Pandora Karaoke in.* San Francisco Superior Court Case No. CGC-24-611422 (the "Action") that included claims for unpaid overtime wages, unpaid meal period wages, unpaid rest period wages, failure to provide accurate itemized wage statements.

3. In evaluating the Settlement, Plaintiffs have considered the expense and length of continued proceedings necessary to litigate their cases through trial and through any possible appeals, and the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs have determined that the Settlement is fair and fulfills PAGA's objectives.

4. Defendant maintains that all of its employees have been compensated in compliance with the law, that they have and continue to have, legally compliant employment policies and practices

throughout the Settlement Period (defined below) for all of its California non-exempt employees, and have denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Action. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action, and believe that they have valid defenses to Plaintiffs' claims. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever, or of any concession that a trial of the Action would be manageable.

5. The Parties and their counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through trial and through any possible appeals, and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties and their counsel are also aware of the burdens of proof necessary to establish liability for the claims alleged, and the affirmative and other defenses asserted. Thus, reaching this Settlement now has the potential for having a higher value today than it might have later if this litigation was to continue.

PERSONS AND CLAIMS COVERED BY THE SETTLEMENT

6. Aggrieved Employees: This Settlement covers all persons who were employed by Defendant as non-exempt hourly employees in California at any time during the Settlement Period ("Aggrieved Employees").

7. Released Parties: The Releases under this Agreement covers Defendants and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers and any other person or entity who could be deemed a joint employer of the Aggrieved Employees ("Released Parties").

8. Settlement Period: The Settlement covers the period from January 4th, 2024, through the date on which the Court enters an order approving the Settlement ("Settlement Period").

9. Released Claims: The Released Claims means any and all claims for the recovery for

civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiffs and/or the Aggrieved Employees had, or may claim to have, against Released Parties during the Settlement Period, arising out of the violations alleged in the pleadings in the Action, or in the PAGA Notices, including unpaid straight, overtime and double time wages (including any work off-the-clock); failure to pay employees all overtime wages including by failing to pay all overtime and double time at the correct regular rate of pay; failure to provide compliant meal and rest breaks; failure to pay all premium wages owed for short, late or missed meal and rest periods; failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to produce pay and personnel records; failure to reimburse necessary business expenses; failure to maintain a reasonably comfortable temperature; failure to pay sick leave wages; violations of Labor Code sections 98.6, 201, 202, 203, 204, 206.5, 210, 216, 221, 225.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1198, 1198.5 1199, 2802, and IWC Wage Orders including *inter alia*, Wage Orders 5-2001 sections 3, 4, 7, 11, 12, 15 ("Released Claims").

SETTLEMENT CONSIDERATION

10. Settlement Fund. Defendant will pay a total of Seventy Five Thousand Dollars ($75,000.00) ("Settlement Fund") in full satisfaction of all claims, rights, demands, liabilities and causes of action for civil penalties that otherwise could have been assessed and collected by the LWDA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action. Plaintiffs' Enhancement Payment, Attorneys' Fees and Costs to Plaintiffs' Counsel as specified in Paragraphs 22 – 23 shall be deducted from the Settlement Fund first, and the Settlement Administration Costs as specified in Paragraphs 24 will be deducted from the Settlement Fund. The remaining portion will be paid as civil penalties to the LWDA and Aggrieved Employees as the "PAGA Penalties Fund" as specified in Paragraph 21.

11. PAGA Penalties Fund. Pursuant to PAGA, 75% of the PAGA Penalties Fund, or an estimated fifty six thousand two hundred and fifty dollars ($56,250), will be paid to the LWDA ("LWDA Payment"), and the remaining 25%, or Eighteen Thousand Seven Hundred Fifty Dollars five

($18,750), will be paid to all Aggrieved Employees ("Aggrieved Employee Fund") according to the following formula:

11(a) The Settlement Adminisrtator will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period. The Parties agree that the number of pay periods worked by each Aggrieved Employee have been stipulated at 86 periods and 1290 total pay periods.

11(b) To determine each Aggrieved Employee's payment ("Individual PAGA Payment"), the Parties agree to use the following formula: Individual PAGA Payment = Aggrieved Employee Fund × (Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during Settlement Period).

11(c) Aggrieved Employees will be mailed a check for their Individual PAGA Payments by the Settlement Administrator.

12. Attorneys' Fees and Costs. In full satisfaction of all claims both Plaintiff and Defendant may have for attorneys' fees, litigation costs, and expenses arising out of the Action, both parties agree to not to bring a motion for fees.

13. Settlement Administration Costs. The Parties will retain ILYM Group, Inc Administrators as the third-party settlement administrator ("Settlement Administrator"), to administer this Settlement. The Settlement Administrator will be responsible establishing a qualified settlement fund ("QSF") and issuing payments and required tax forms to Aggrieved Employees, the LWDA, Plaintiffs and Plaintiffs' Counsel. The third-party administration fees that are necessary to administer the Settlement shall be paid from the Settlement Fund up to a maximum payment of Five Thousand Dollars ($5,000) ("Settlement Administration Costs"). If the actual cost of settlement administration is less than $5,000, any savings will be added the PAGA Penalties Fund and distributed to the LWDA and the

Aggrieved Employees. In the event that the actual cost of settlement administration is more than $5,000, then Defendant will bear the additional settlement administration costs.

14. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and will request that the Court issue an order and final judgment ("Order and Judgment") to this Settlement Agreement approving and incorporating by reference the terms and conditions of the Settlement Agreement, and dismissing the Action with prejudice. The Court's approval of the Order and Judgment is a precondition to Defendant's obligation to make any monetary payments pursuant to this Settlement Agreement.

15. Notice to LWDA. Plaintiffs will submit this Agreement and proposed settlement to the LWDA as required by Labor Code Section 2699(l)(2) at the same time that it is submitted to the Court for approval.

16. Effective Date. "Effective Date" of this Settlement shall be the day the Court enters an Order approving this PAGA Settlement.

17. List of Aggrieved Employees. Within 14 calendar days after the Effective Date, Defendants will provide, a confidential basis, the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Excel and will include each Aggrieved Employees full name; last known mailing address; Social Security number; the total number of pay periods worked during the Settlement Period; and any other relevant information needed to calculate and distribute the Individual PAGA Payments. The Settlement Administrator shall not distribute or use the Aggrieved Employee List or any information contained therein for any purpose other than to administer this Settlement.

18. Funding of the Settlement. Within 60 calendar days after the Effective Date, Defendants will deposit the Settlement Fund into the QSF to be established by the Settlement Administrator. Within 3 calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiffs; (d) Plaintiffs' Counsel and (e) itself. The Settlement Administrator, and not Defendants, will issue the required tax forms for all payments issued under this Settlement.

19. Individual PAGA Payments. The Settlement Administrator will issue each Aggrieved

Employee a check for his or her Individual PAGA Payment, along with an explanatory letter, which will also include Spanish and Chinese translations. The Settlement Administrator will translate the letter into Spanish and Chinese. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. For any check to an Aggrieved Employee that has not been returned as undeliverable but has not been cashed after 120 days, the Settlement Administrator shall mail a reminder postcard or other notice that the time to cash the check is approaching. Funds represented by Individual PAGA Payment from settlement checks that are either returned as undeliverable of that remain un-cashed for more than 180 days after issuance will be tendered to the California State Controller's Office, Unclaimed Property Fund. All Individual PAGA Payments will be treated as miscellaneous income for which a 1099 will be issued.

20. Release of PAGA Claims. 60 days after the Effective Date, the Parties agree this Settlement shall be effective as a full and final accord and satisfaction, and settlement of and as bar to, the Released Claims against the Released Parties during the Settlement Period. The Parties further agree this Settlement shall be binding on Plaintiffs, and on the LWDA, the State of California, and the Aggrieved Employees, who shall fully release and forever discharge the Released Parties from any and all Released Claims during the Settlement Period. As a result of this release, the Aggrieved Employees will be unable to bring a claim under PAGA, or recover civil penalties under any pending PAGA lawsuit, for any of the Released Claims that arose during the Settlement Period against the Released Parties.

21. No Credit Toward Benefits Plans. Individual PAGA Payments will not be used to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase

plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

22. No Prior Assignments. Plaintiffs warrant and represents that Plaintiffs have not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiffs are solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiffs are releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiffs or Plaintiffs' Counsel under this Settlement Agreement.

23. Nullification of Settlement Agreement. In the event that the Court does not approve the Settlement as provided herein then this Settlement Agreement or the settlement fund is not funded within sixty days by Defendant by the effective date as required in section 19, this agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

24. Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this Settlement.

25. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

26. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed either by the Parties or their counsel, and approved by the Court.

27. Waiver of Certain Appeals. The Parties agree to waive appeals; except, that either Party may appeal any court order that materially modifies the Settlement Agreement's terms.

28. Authorization to Enter Into Settlement Agreement. Counsel for each of the Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

29. Liens and Attorneys' Fees/Indemnification. Plaintiffs are solely responsible for any liens made in connection with any services performed on Plaintiffs' behalf by any attorney, consultants, or expert witnesses in connection with the Action. Plaintiffs acknowledge that none of the Released Parties is responsible for the payment of any fees incurred on behalf of Plaintiffs in connection with the prosecution of the Action, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs. Plaintiffs will indemnify the Released Parties for any and all costs which any of them may incur as a result of any claims made by any of Plaintiffs' attorneys, consultants, expert witnesses, or other third parties hired by Plaintiffs or Plaintiffs' Counsel to recover monies from the amounts payable to Plaintiffs or Plaintiffs' Counsel under this Settlement Agreement.

30. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

31. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

32. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

33. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel.

34. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement

valid and enforceable.

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

36. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

37. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties arising out of that other Party's or Parties' breach of this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

38. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

39. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. The Parties further acknowledge that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

40. Cooperation and Execution of Necessary Documents. The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to

resolve such disagreement.

41. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

42. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to constitute an admission of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

IN WITNESS WHEREOF, this Settlement Agreement is executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

IT IS SO AGREED.

SIGNATURES ON NEXT PAGE

Dated: 9/2/25

PLAINTIFF KIMMY DAO

Plaintiff Kimmy Dao, personally and as private attorney general for and proxy or agent of the California Labor Workforce Development Agency

Dated: 8/2/25

DEFENDANT PANDORA Inc.

Name: Jeffrey Ng
Title: Founder

Dated: 8/2/25

DEFENDANT Timmy Choy

Name: Timmy Choy
Title: Mr.

Dated: 8/2/25

DEFENDANT Jeffrey Ng

Name: Jeffrey Ng
Title: Mr.

Dated: 8/2/25

DEFENDANT URBAN LIFE Inc.

Name: Timmy Choy
Title: Owner.

APPROVED AS TO FORM:

Dated: 8/2/2025

JAFARI LAW GROUP, INC.

Eli Hamblet
Saul Acherman
Attorneys for Plaintiff, personally and as private attorney general for and proxy or agent of the California Labor Workforce Development Agency

APPROVED AS TO FORM:

Dated: 8/2/25

Houman Chitsaz
Attorneys for Defendants

EXHIBIT B

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 2020 Main Street, Suite 350, Irvine, CA 92614

On November 14, 2025, I served a true and correct copy of the foregoing document(s) described as:

1. **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
2. **DECLARATION OF ELI HAMBET IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
3. **DECLARATION OF SAUL ACHERMAN IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
4. **DECLARATION OF DAVID JAFARI IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
5. **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

on all interested parties, through their respective attorneys of record, as follows:

HOUMAN CHITSAZ
HOUMAN@NCALEGAL.COM
NARDELL CHTISAZ & ASSOCIATES LLP
999 5th AVENUE, SUITE 230
SAN RAFAEL, CA 94901

LWDA ATTN: Human Resource Services Division,
MIC 54, Labor and Workforce Development Agency,
PO Box 826880, Sacramento, CA 94280-0001
PAGAinfo@dir.ca.gov

✓**BY EMAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or other electronic transmission, I cause the documents to be sent to the persons at the email addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

✓**BY CERTIFIED MAIL,** I am readily familiar with the law firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, The within correspondence will be deposited with the U.S. Portal Service on the same day shown on this affidavit, with postage fully prepaid, in the ordinary course of business. I am the person who sealed and placed for collection and mailing the within correspondence on this date at Irvine, CA following ordinary business practices.

✓**BY SUBMISSION TO THE PAGA PORTAL**, I caused a true and correct copy of the attached document to be submitted at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html.

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

Executed on November 14, 2025 at Irvine, California.

/s/ /Rosabel Delilah Kamali/
Rosabel Delilah Kamali

EXHIBIT C

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Kimmy Dao v. Pandora Karaoke, Inc. et al.

Thursday, November 13, 2025

Requesting Attorney:
Andy Santiago
Jafari Law Group
asantiago@jafarilawgroup.com
949.362.0100

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	18
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$289.28
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$1,970.72
Case Conclusion:	$220.00
Estimated ILYM Fees & Expenses:	**$2,480.00**
Discounted ILYM Fees & Expenses:	**$2,000.00**

ILYM GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Kimmy Dao v. Pandora Karaoke, Inc. et al.

Thursday, November 13, 2025

Requesting Attorney's Name: Andy Santiago

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	1	$120.00
NCOA	Flat Rate	$8.00	1	$8.00
Toll-Free Customer Service Representative	Flat Rate	$11.28	1	$11.28

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal **$289.28**

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	18	$27.00
USPS First Class 1oz Postage	Per Piece	$0.74	18	$13.32
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	3	$5.40
Preparation of Taxes	Hourly	$150.00	1	$150.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$1,970.72**

Activity	Rate Type	Unit Cost	Volume	Amount
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$220.00**

Estimated ILYM Fees & Expenses: $2,480.00

Discounted ILYM Fees & Expenses: $2,000.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.
Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT D

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

Kimmy Dao v. PANDORA KARAOKE, INC., a California Corporation; URBAN LIFE INC.,

Superior Court of the State of California,
County of San Francisco, Case No. CGC-24-611422

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

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

Plaintiff Kimmy Dao ("Plaintiff") filed a lawsuit against your current or former employer Lassonde Pappas and Company Inc. ("Defendant") alleging wage and hour violations (the "Action"). The Parties have voluntarily reached a settlement to avoid the time, expense and disruption of action litigation. No court or jury has made any determination regarding the merits of Plaintiff's claims, or ruled that the claim can be pursued as a action. Plaintiff believes that the claims asserted in the Action have merit; Defendant disagrees and contends it complied with the law at all applicable times. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both Parties, and, but for the settlement, that situation would continue.

The purpose of this notice is to briefly describe the Action and to inform you of your rights and options in connection with this Action and the Settlement.[1] You may be eligible to receive money from the Settlement of this Action.

The proposed is a PAGA Settlement whereby Defendant has agreed to fund the PAGA payments to the State of California Labor and Workforce Development Agency ("LWDA") and to all non-exempt employees who worked for Defendant in California at any time during the PAGA Period (January 4th, 2024 through _____________) ("Aggrieved Employees"). The amount that any specific employee will receive is based upon the number of work weeks or pay periods that the employee worked, as a fraction of the total number of work weeks and pay periods worked by all members and all Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Payment is estimated to be <<$___________________>> (less withholding), and your**

[1] This notice summarizes the proposed Settlement. The capitalized terms in this Settlement Notice have defined meanings that are set out in detail in the Settlement Agreement.

Individual PAGA Payment is estimated to <<be $______________>>. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked <<_________>> Workweeks** during the Period and **you worked <<___________>> Pay Periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys (" Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the PAGA Period you don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Payment. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment even if you seek to opt out. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in	If you do nothing, you will be a Participating Member, eligible for an Individual PAGA Payment. In exchange, you will give up your right to assert claims against Defendant that are covered by this Settlement.

the PAGA Settlement **The Opt-out Deadline is ______.**	You cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on at _____ [a.m./p.m.], at the San Francisco Superior Court – Civic Center, located at 400 McAllister St, San Francisco, CA 94102, in Department 206 before Judge Rochelle East. This hearing may change as explained below in Section **9**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Members can verbally object to the Settlement at the Final Approval Hearing. See Section **9** of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods **Written Challenges Must be Submitted by the Response Deadline (_______________)**	The amount of your Individual Payment depends on how many workweeks you worked at least one day during the Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of workweeks you worked in the Period and number of pay periods you worked in the PAGA Period according to Defendant's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by __. See Section **5** of this Notice

1. What is this action about?

The Action claims that Defendant violated California labor laws by failing to pay minimum and overtimes wages, failing to pay wages when due, failing to pay all wages upon separation, failing to provide accurate wage statements, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act ("PAGA"). The Operative Complaint in the Action was filed on April 4, 2024.

Defendant denies all liability and maintains that it has complied with all laws at all applicable times relevant. Defendant specifically contends that it always paid all employees all wages, including minimum, overtime, and double time, at the correct rates and when due, provided all required meal and rest breaks, paid employees all required meal and rest break premiums at the correct rates, paid employees all expense reimbursements, and furnished accurate, itemized wage statements. Defendant asserts that this case should not proceed as a action, and asserts that it did not violate the law and has no liability for any of the Members' and Aggrieved Employee's claims.

You have received this Notice because you have been identified as a member of the , which is defined as:

> All current and former employees employed by Defendant in California and ified as non-exempt, hourly-paid employees who worked for Defendant during the Period (June 6, 2020 through April 14, 2025).

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, or whether or not Plaintiff can bring these claims on behalf of anyone but himself. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (the "Settlement") rather than continuing the expensive and time-consuming process of litigation. At mediation, Defendant denied, and continues to deny, all claims made by Plaintiff in the Action. The negotiations at mediation were successful and the parties entered into a settlement agreement. By signing a written action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to end the Action and to enforce the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any claim. Plaintiff and Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength and weaknesses of the claims and the risks and uncertainties of continued litigation. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. By issuing this notice, the Court is not suggesting that either side will win or lose this case.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of Seventy Five Thousand Dollars ($75,000) ("Gross Settlement Amount") to fund the settlement of the Action and to pay the expenses associated with the case.** The Gross Settlement Amount includes all payments of the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. If the Court grants Final Approval, the Company will fund the Gross Settlement not more than thirty (30) calendar days after the judgment becomes final, which could be the date the Court enters judgment or a later date if the judgment is appealed. Within thirty (30) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments to Participating Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Payments are made to Members who do not request exclusion ("Participating Members"). At the Final Approval Hearing, Plaintiff and/or Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $2,000 for expenses, including the expenses of notifying the Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Counsel Fees Payment and Counsel Litigation Expenses Payment. Payment to Counsel is zero. Counsel has been prosecuting the Action on behalf of Plaintiff and the on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts (Zero) stated are what Counsel will be requesting and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.

- PAGA Penalties. A payment of $75,000 relating to Plaintiff's claim under PAGA, $52,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining $17,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 12, 2022 through April 14, 2025.

The Court will consider all objections.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Payment and/or Individual PAGA Payment to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Thirty Percent (30%) of each Participating Member's Individual Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy Percent (70%) of each Participating Member's Individual Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported as non-wage compensation on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Members. Neither Party, Counsel nor Defendant's Counsel make any representations concerning the tax consequences of this Settlement or your participation in it. Nothing contained in this Notice is intended to constitute advice regarding taxes or taxability. The tax issues for each Participating Member are unique to him/her, and each Participating Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Aggrieved Employees will not receive any money and will not release any claims against Defendant that they would have released under the Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Members' Requests for Exclusion. The Administrator will also decide Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Claims Will I Release If I Participate in the Settlement?

Released Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Claims. The "Released Claims" are defined in the Agreement. They include all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Period during employment in a non-exempt position in California.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are defined in the Agreement. They include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California.

Released Parties. The Released Parties are: Defendant Lassonde Pappas and Company Inc. and each of its former and present directors, officers, shareholders, owners, members, employees attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

5. How much will my payment be?

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total aggregate number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and then (b) multiplying the result by each Aggrieved Employee's own number of PAGA Period Pay Periods worked.

Defendant's records reflect that you worked <<___>> PAGA Pay Periods during the during the PAGA Period (October 12, 2022 through April 14, 2025). Based on this information your estimated Individual PAGA Payment is <<_______________________>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is ____________________ [forty-five (45) days after the mailing of the Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _________________ or email the dispute to _____________________ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and conferring with the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Payment and/or Individual PAGA Payment will be mailed automatically to the same address as this Notice.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____________. You may also fax your request to opt out to ________________ or email your opt out request to ____________________ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the Settlement in the *Dao v Pandora Inc.* lawsuit. The request to opt-out should state the Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Dao v Pandora Inc.,* Case No. CGC-24-611422.
The request to opt-out must be completed and signed by you.

The address for the Administrator is ______________________________________. Written requests for exclusion that are postmarked after ______________, or are incomplete or unsigned will be rejected, and those Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

A Participating Members who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is__________________________________**[forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax your objections to ______________ or email your objections to ____________________ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Dao v Pandora Inc.,* Case No. CGC-24-611422., and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

<u>Administrator:</u>

Name of Company: ______________________
Email Address: _________________________
Mailing Address: ________________________
Telephone Number: ______________________
Fax Number: ____________________________
Settlement Website: ________________

Alternatively, a Participating Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure Instructions on how to do so are available on the Court's website. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Counsel and their contact information are as follows:

David V. Jafari (SBN 207881)
Saul Acherman (SBN 288036)
Eli Hamblet (SBN 344767)
JAFARI LAW GROUP, INC.
2020 Main Street, Suite 350
Irvine, CA 92615
Telephone: (949) 362-0100
djafari@jafarilawgroup.com
sacherman@jafarilawgroup.com
ehamblet@jafarilawgroup.com

Counsel for Defendant and their contact information are as follows:

HOUMAN CHITSAZ

HOUMAN@NCALEGAL.COM

NARDELL CHTISAZ & ASSOCIATES LLP 999

5th AVENUE, SUITE 230

SAN RAFAEL, CA 94901

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at __________ (Pacific Standard Time) on _______________ , in San Francisco Superior Court – Civic Center, located at 400 McAllister St, San Francisco, CA 94102, in Department 206 before Judge Rochelee East. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the

Settlement and to fix the amounts to be paid under the Settlement, including attorneys' fees and costs to Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Member is welcome to attend the hearing remotely using the Court Connect procedure. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of San Francisco (https://cap.sb-court.org/search) and entering the Case No. CGC-24-611422.

10. How Can I Get More Information?

You may call the Administrator at ____________ or write to *Pandora Inc.*. Administrator, c/o ____.

This Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by reaching out to the Administrator by calling the Administrator at ____________ or writing to *Pandora Inc.* Administrator, c/o _____________________________________, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of San Francisco (https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=E8D74B323315ED122F04F8E04E69BA4E3CB52E52) and entering the Case No. CGC-24-611422. If you wish to view the Court files in person, you do so at the San Francisco Superior Court – Civic Center, located at 400 McAllister St, San Francisco, CA 94102

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.