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Attorneys for Plaintiff DAVID HERNANDEZ,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

DAVID HERNANDEZ, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

MITCHELL LEWIS & STAVELAND CO.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: VCU307083

CLASS ACTION

*[Assigned for all purposes to the Hon. Bret
Hillman, Dept. 2]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; and [Proposed] Order]*

Hearing Information:

Date: December 16, 2025

Time: 8:30 a.m.

Dept.: 2

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I, Eve Howe, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff David Hernandez in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and Federal District Courts of California.

2. This Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement.

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3. The named Plaintiff worked as an hourly-paid, non-exempt employee for Defendant and seeks to represent approximately 52 persons employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the Class Period (hereinafter “Class” or “Class Members”).

4. This is a proposed employee wage and hour class action case. On March 18, 2024, Plaintiff filed a wage and hour class action complaint against Defendant in Tulare County Superior Court, alleging causes of action for (1) Failure to Pay Wages for All Hours Worked at Minimum Wage; (2) Failure to Pay Overtime Wages for Daily Overtime Worked; (3) Failure to Authorize and Permit Meal Periods; (4) Failure to Authorize or Permit Rest Periods; (5) Failure to Indemnify Employees for Employment-Related Losses/Expenditures; (6) Failure to Provide Complete and Accurate Wage Statements; (7) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment; and (8) Unfair Business Practices (the “Class Action”).

5. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 18, 2024. Subsequently, on May 23, 2024, Plaintiff filed a representative action complaint against Defendant

1 in Tulare County Superior Court, alleging a cause of action for civil penalties under PAGA (the
2 “PAGA Action”).

3 6. On June 11, 2025, Plaintiff and Defendant participated in an all-day mediation
4 presided over by David Phillips, Esq., which led to this Settlement to settle the Action. Following
5 mediation, Plaintiff filed a First Amended Complaint in the Class Action on October 7, 2025,
6 adding in Plaintiff’s causes of action under PAGA as alleged in the PAGA Action (the “Operative
7 Complaint”). The PAGA Action was subsequently dismissed on October 22, 2025.

8 7. Defendant has at all times denied the claims and maintained that it enforced its
9 meal and rest break and payroll policies and procedures in compliance with California law;
10 provided the class members their required meal and rest breaks; and paid all wages due to
11 Plaintiff and the class members. Defendant strongly contends the case cannot be maintained as
12 any kind of class or representative action, arguing that to the extent class members missed breaks
13 or worked “off the clock,” said non-compliant breaks and off-the-clock work was against
14 company policy, and intermittent or infrequent evidence of such violations would be purely
15 anecdotal. Thus, Defendant contends that individual issues predominate and class certification
16 would be inappropriate.

17 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:**

18 8. As a critical part of settlement negotiations, the Parties engaged in extensive
19 informal discovery exchange where Plaintiff’s counsel reviewed and analyzed the following: time
20 records, pay records, and information relating to the size and scope of the Class, as well as data
21 permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint,
22 including approximately 94% of time and wage records which were analyzed by Plaintiff’s counsel
23 and Plaintiff’s expert witness.

24 9. Counsel for the Parties have investigated the law as applied to the facts discovered
25 regarding the alleged claims of Plaintiff and potential defenses thereto, and the potential damages
26 claimed by Plaintiff, and have had multiple conference calls and email exchanges between
27 Plaintiff’s counsel and Defendant’s counsel.

1 10. Plaintiff and Class Counsel recognize the expense and length of continued
2 proceedings necessary to litigate their disputes through trial and through any possible appeals.
3 Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and
4 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
5 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
6 generally and in response to Defendant's compelling defenses thereto, and the difficulties in
7 establishing damages for the Class Members. Based on the foregoing, Plaintiff and Class Counsel
8 have determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable
9 settlement, and is in the best interests of the Class Members.

10 11. Based on the information informally produced by Defendant, Defendant estimates
11 there are approximately 52 Class Members who collectively worked a total of 6,162 Workweeks
12 during the Class Period, and 39 Aggrieved Employees who worked a total of 1,056 PAGA Pay
13 Periods during the PAGA Period. These workers received an average regular rate of pay of
14 \$24.13/hour. Based on Class Counsel's and Plaintiff's analysis of the data, the maximum exposure
15 for Plaintiff's claims were as follows:

16 12. With regard to failure to pay wages for all hours worked at minimum wage and
17 overtime, Plaintiff alleges that employees did not receive all minimum wages due to Defendant's
18 policies, practices, and/or procedures including, but not limited to: requiring Plaintiff and
19 similarly situated employees to set up an ADP account and complete an ADP account profile in
20 order to use the ADP application to clock in and out for shifts and meal breaks. Additionally,
21 Plaintiff's expert analyzed rounding violations by Defendant and found that Plaintiff and similarly
22 situated employees were underpaid an average of approximately five minutes per shift due to
23 unfavorable rounding. Finally, Plaintiff found that the average shift length was at least 8 hours,
24 and so any unpaid time would have been paid at the overtime rate of pay. Assuming
25 approximately six minutes per shift unpaid due to the above, Plaintiff estimated there were
26 approximately **\$111,516.80** in damages for unpaid minimum and overtime wages. [Calculated as
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1 follows: 6,162 workweeks x 5 shifts per workweek x 0.1 hours unpaid per shift x \$24.13/hr avg.
2 regular rate of pay x 1.5 overtime multiplier = \$111,516.80].

3 13. With regard to failure to authorize or permit meal periods, Plaintiff alleges that
4 employees were not provided legally compliant meal periods due to Defendant's policies,
5 practices, and/or procedures including, but not limited to, requiring employees to monitor a cell
6 phone during meal periods. Further, Plaintiff's expert found that approximately 17.6% of examined
7 shifts included a meal break violation. Assuming a provable violation for at least these shifts,
8 Plaintiff estimated there was a maximum of approximately **\$130,846.37** in damages for meal break
9 violations. [Calculated as follows: 6,162 workweeks x 5 shifts per week x \$24.13/hr average regular
10 rate of pay x 0.176 = \$130,846.37].

11 14. With regard to failure to authorize or permit rest periods, Plaintiff alleges that
12 employees were not provided legally compliant rest periods due to Defendant's policies,
13 practices, and/or procedures including, but not limited to, requiring employees to monitor a cell
14 phone during rest periods. However, due to the difficulty of proving such violations given the
15 absence of clock data for rest breaks, as well as substantial factual disputes involved, Plaintiff
16 assumed a minimal value to these claims relative to the other claims examined.

17 15. With regard to failure to indemnify employees for employment-related expenses,
18 Plaintiff alleges that employees were not properly reimbursed for the data and cellular expenses
19 that Defendant required Plaintiff and similarly situated employees to incur as a result of being
20 required to use their cell phones to download and maintain the ADP application to clock in and
21 out. Assuming a cost of approximately \$5 per workweek, Plaintiff estimates there was a
22 maximum of approximately **\$30,810.00** in damages for indemnification violations. [Calculated as
23 follows: 6,162 workweeks x \$5 per workweek indemnification = \$30,810.00].

24 16. With regard to failure to provide complete and accurate wage statements in
25 violation of Labor Code Section 226, with 52 employees, and a maximum penalty of \$4,000 per
26 employee, the total amount would be **\$208,000.00**. [Calculated as follows: 52 employees X \$4,000
27 maximum penalty = \$208,000.00].

1 17. With regard to failure to provide employees a continuation of their wages from the
2 day their unpaid wages were due, until paid, up to a maximum of 30 days, with 28 former
3 employees times an average hourly regular rate of pay of \$24.13, Plaintiff estimates there was a
4 maximum of approximately **\$162,153.60** in damages. [Calculated as follows: 28 former employees
5 X \$24.13/hr average regular rate of pay X 8 hours per day X 30 days = \$162,153.60].

6 18. As such, Plaintiff's maximum potential recovery in this matter, excluding PAGA
7 penalties, would amount to approximately \$643,326.77. The settlement reached in this matter
8 was \$285,000.00 or approximately 44.3% of potential exposure.

9 19. Regarding the PAGA penalty exposure analysis, according to the data informally
10 produced by Defendant in this case, during the relevant PAGA period (from March 8, 2023 to
11 September 8, 2025) there are approximately 1,056 PAGA Pay Periods for approximately 39
12 aggrieved employees.

13 20. Defendant has however maintained significant defenses to the above claims as
14 follows: Regarding Plaintiff's claims for unpaid minimum and overtime wages, Defendant would
15 likely argue that properly paid all minimum wages and overtime wages owed at the proper rate.
16 With respect to Plaintiff's claims regarding meal and rest breaks, Defendant would likely contend
17 that the Defendant afforded the opportunity to take required meal and rest breaks to Plaintiff and
18 the putative class members and that any failure to take the required meal and rest breaks was due
19 to the individual choices of employees. Defendant would likely argue that it had compliant meal
20 and rest period policies and issued those to all Class Members. Additionally, Defendant could
21 contend any alleged wage statement violations could not be shown to be "knowing and
22 intentional" given its good-faith defenses, and that Plaintiff cannot show she or other employees
23 "suffer[ed] injury," as required by Labor Code § 226(e). Defendant would likely argue that wage
24 statements always accurately reflected hours worked and amounts paid to employees. Defendant
25 could also argue that wage statement penalties are not recoverable at all for alleged meal and rest
26 period violations, that no violations occurred, that Class Members suffered no "injury," and that
27 any alleged violations were not "knowing and intentional." Based on the foregoing, Defendant

1 could argue that Plaintiff and Class Members were paid out upon separation of employment for
2 all wages owed, and that Defendant believed, in good faith, that it was properly paying all wages
3 to separating employees. For these reasons, Defendant could conclude that Plaintiff would not
4 likely prevail on their claims.

5 **EXPERIENCE OF CLASS COUNSEL:**

6 21. The attorneys at our office are experienced and qualified to evaluate the class claims
7 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
8 defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been
9 practicing law for over 20 years. Mr. Lavi and other members of my firm have almost exclusively
10 practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all
11 aspects of employment and labor law, including state and federal class actions, including wrongful
12 termination, retaliation, and harassment actions. Mr. Vincent Granberry and I have handled
13 numerous wage and hour class actions and representative actions. Mr. Lavi has tried both labor and
14 employment cases in State and Federal court, and has argued before various Court of Appeals, on
15 employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class
16 action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker
17 for various Employment Law Continuing Legal Education Panels on issues of employment law
18 trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi
19 has also been named a Southern California Super Lawyer in the area of Plaintiff's employment
20 litigation - class action from 2011-2025. Mr. Lavi has been approved as class counsel by both
21 federal and state Courts. Mr. Lavi, I, and the other attorneys at Lavi & Ebrahimian who are
22 available to assist us in this case if needed, are fully capable of adequately and fairly representing
23 Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class
24 Counsel in over fifty contested proceedings including the following:

25 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
26 Case No. BC343535;

27 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.

1 BC369846;

2 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
3 District of California, Case No. CV-07-3678-ABC;

4 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
5 Angeles Superior Court Case No. BC380996;

6 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
7 Court Case No. BC383266;

8 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
9 Court Case No. RG 0265835;

10 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
11 05CECG02189;

12 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
13 Central District of California, Case No. CV08-06691 SVW (PLA);

14 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
15 Case No. BC342588;

16 j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
17 BC374816;

18 k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
19 BC378990;

20 l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
21 District of California, Case No. CV07-3237-DDP (PLAX);

22 m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
23 BC410322;

24 n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
25 No. BC412315;

26 o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
27 BC397208;

1 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
2 BC399431;
3 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
4 37-2009-00103626-CU-OE-CTL;
5 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
6 BC451148;
7 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
8 Central District of California, Case No. CV 10-8916 DDP (CWx);
9 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
10 Superior Court Case No. BC432406;
11 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
12 District of California, Case No CV-10-02315-JEM;
13 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
14 Court Case No. BC462603;
15 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
16 Court Case No. BC452570;
17 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
18 00366952-CU-OE-VTA;
19 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
20 No. BC421009;
21 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
22 1341987;
23 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
24 Case No. BC425708;
25 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
26 No. BC436879;
27 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.

RIC10020183;

dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

gg. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx)

hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No. BC443792;

ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court Case No. BC446744;

mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No. BC436793;

pp. *Santos v. Noble Management Group-California, LLC*, United States District

1 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

2 qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
3 Court Case No. 30-2011-00473505;

4 rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
5 Case No. BC436235;

6 ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
7 BC451490;

8 tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
9 RG10523946;

10 uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
11 California, Case No. CV 11-09543 DSF (MRWx);

12 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
13 2011-00518396-CU-OE-CXC;

14 ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
15 District of California, Case No. CV 10-0415 ODW (FMOx);

16 xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
17 No. BC320172;

18 yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
19 BC361380;

20 zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
21 No. BC357987.

22 22. Mr. Lavi, I, and the other attorneys at the firm made every effort to litigate this
23 action in an efficient and cost-effective manner. Given his years of experience, his trial and
24 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
25 by the hour, his current hourly rate would be \$1,000 per hour. The rate for Mr. Vincent Granberry
26 would be \$750 per hour. My hourly rate would be \$675 per hour. This rate is the firm's current
27 billing rate and is supported by the extensive and specialized experience in these types of cases and

1 recognized expertise described. I have personal knowledge of the hourly rates charged by other
2 attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I
3 believe that our rates are fully consistent with the market rate for Los Angeles attorneys with
4 comparable expertise, experience and qualifications.

5 23. The specific work performed by my firm in prosecuting this action has included, but
6 not been limited to: preparing the pleadings, extensive informal discovery exchange which included
7 the following: (1) the total number of current and former putative class members and aggrieved
8 employees who worked during the relevant time periods; (2) the total number of workweeks at issue
9 during the relevant time periods; (3) the total number of pay periods at issue during the relevant
10 time periods; (4) the average hourly rate for the putative class members; (5) other relevant
11 information, including Plaintiff's personnel file, wage statements, and time records; reviewing
12 documents; analyzing the data; participating in settlement negotiations; participating in a full-day
13 mediation; negotiating, drafting, and reviewing settlement agreement as well as drafting the Motion
14 for Preliminary Approval.

15 24. Our firm maintains all records regarding costs expended on each case. I have
16 reviewed the records of costs expended in this matter. According to our records, our firm has
17 incurred significant costs (including filing fees, the mediation fee, and expert fees) of approximately
18 \$22,000 in this matter at this time and will likely incur additional costs to see this matter through
19 final judgment. This amount includes costs associated with the costs associated with filing of the
20 papers filed and responded to in this matter, service of process for the summons and complaint, and
21 mediation fees.

22 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**

23 **SERVICE PAYMENT:**

24 25. It is imperative that Plaintiff obtain just compensation for the time, effort and risk
25 associated with his fiduciary duties as a class representative and named Plaintiff. I believe that the
26 named Plaintiff performed considerable services on behalf of the Class during the last 19 months,
27 since he searched for an attorney, collected and gathered the requested documents and information,

1 wage statements and/or pay stubs, met with us, made himself available each and every single time
2 that our firm called him in order to answer questions about Defendant's policies and procedures
3 produced in informal discovery or discussed during conversations with opposing counsel or raised
4 in pleadings filed in this matter. The named Plaintiff provided Class Counsel with factual
5 information needed to prepare the complaints. He collected relevant documents and produced those
6 documents to Class Counsel. He continued to be engaged in settlement negotiations that were
7 ultimately required to reach a settlement in this case. I believe that the service award request of
8 \$9,000 to Plaintiff as a service award is fair and reasonable. As such, the requested payment is
9 warranted for his time and effort when the class members are able to receive significant benefits for
10 his efforts, as well as the fact that he put himself at significant risk for liability for costs in this
11 matter if Defendant were the prevailing party in the litigation as well as for retaliation by other
12 employers who may discover and find it to be unappealing that he was class representative in a
13 lawsuit against Defendant, his former employer. At this point in the approval process, Plaintiff's
14 requested payment should be approved and allow the Class Members an opportunity to object to the
15 requested enhancement.

16 26. A true and correct copy of the Class and PAGA Action Settlement Agreement and
17 Release ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit "1."**

18 27. Attached as **Exhibit "A"** to the Class Action and PAGA Settlement Agreement is a
19 true and correct copy of the proposed Class Notice.

20 28. On November 3, 2025, a copy of the Settlement was submitted via online submission
21 to the LWDA. A true and correct copy of the LWDA's email confirmation of the upload of the
22 Settlement is hereto attached as **Exhibit "2."**

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed this 3rd day of November, 2025, at Beverly Hills, California.

25
26 /s/ Eve Howe

Eve Howe

“EXHIBIT 1”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff David Hernandez (“Plaintiff”) and Defendant Mitchell Lewis & Staver Co. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant initiated on March 18, 2024, in the County of Tulare and pending in Superior Court of the State of California, Case No. VCU307083, and the lawsuit alleging civil penalties against Defendant initiated on May 23, 2024, in the County of Tulare and pending in the Superior Court of the State of California, Case No. VCU309266. The Action includes any amended complaints.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Win Pham, Esq., Eve Howe, and all lawyers affiliated with this firm.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION

SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12. “Class Period” means the period from March 18, 2020, to September 8, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Tulare.
- 1.16. “Defendant” means named Defendant Mitchell Lewis & Staver Co.
- 1.17. “Defense Counsel” means Kathleen Hartman of Callahan, Thompson, Sherman & Caudill, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, 61 days after the Court enters Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Two Hundred Eight Five Thousand Dollars and Zero Cents (\$285,000.00), 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 Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, *former* subd. (i).
- 1.28. “Mediation Date” means June 11, 2025.
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “Operative Complaint” means the First Amended Complaint, which combines the complaints that are part of the Action.
- 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from March 18, 2023 to September 8, 2025.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Notice” means Plaintiff’s March 18, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Plaintiff” means David Hernandez, the named Plaintiff in the Action.
- 1.39. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a valid request to be excluded from the Class Settlement, prior to the Response Deadline.
- 1.44. “Response Deadline” means 60 calendar days after the Administrator mails Notice to

Class Members and Aggrieved Employees, and is the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objection(s) to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator will have an additional 14 calendar days beyond the Response Deadline.

- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On March 18, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code section 510 and 1194; (3) failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226; (4) failure to authorize or permit rest periods in violation of Labor Code section 226.7; (5) failure to indemnify employees for employment-related losses/expenditures in violation of Labor Code section 2802; (6) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, and 203 (8) unfair business practices, in violation of Business and Professions Code sections 17200, et seq. On May 23, 2024, Plaintiff filed a separate action seeking penalties under the Private Attorneys General Act (PAGA), Labor Code sections 2698, et seq. On October 7, 2025, Plaintiff filed a First Amended Complaint bringing the Class and PAGA actions into a single complaint. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and the Action and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, *former* subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On June 11, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by David Phillips, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including approximately 89% of time and wage records which were analyzed by Plaintiff’s counsel. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48

Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.6. The Court has not granted class certification.
- 2.7. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00), and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Nine Thousand Dollars and Zero Cents (\$9,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00), and a Class Counsel Litigation Expenses Payment of actual, reasonable costs. Defendant shall not oppose requests for Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount and for a Class Counsel Litigation Expenses Payment which does not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). In the event that the Escalator Clause described in Paragraph 8 herein is triggered and the

Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will increase in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099-MISC Form(s).

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties, and the remaining 40% will be allocated to settlement of claims for interest (the "Non-Wage Portions"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual

PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the Court approves PAGA Penalties in an amount more than Ten Thousand Dollars (\$10,000), the additional amount will not increase the Gross Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel reserve their right to appeal such order, however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be paid in two payments. Defendant will make the first payment of One Hundred Fifty Thousand Dollars (\$150,000.00) within 60 days of the Effective Date, and the second payment of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) will be made within 6 months after the first payment. Defendant is responsible for separately paying all necessary employer taxes on the Wage Portion of the Gross Settlement Amount, which will be made as part of the second payment after receiving the tax calculations from the Administrator. The Administrator will establish and deposit all funds in a Qualified Settlement Fund ("QSF") that meets the requirements of US Treasury Regulation section 468B-1.
- 4.3. Payments from the Gross Settlement Amount. After Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or 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 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA

Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Release by Participating Class Members: All Participating Class Members are deemed to release the Released Parties from all claims that were alleged, or reasonably could have been alleged, during the Class Period based on facts stated in the Operative Complaint and the Action. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period and facts stated in the Operative Complaint, PAGA Notice, and Action.
- 5.3. Plaintiff's Release. Plaintiff for himself and on behalf of his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, releases and discharges the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Action, or Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.
- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. The Parties are not required to agree to a modification of this Agreement. If the Court denies Preliminary or Final Approval and the Parties cannot agree on a modification, the Agreement is null and void in its entirety, is inadmissible in all proceedings, is not an admission by any party as to liability or non-liability, and is not an admission as to whether class certification is appropriate.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of

appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will aver 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 obtain necessary Employer Identification information and information for calculating payroll tax withholdings from Defendant, as necessary. The Administrator will be responsible for calculating, withholding, and paying payroll taxes and providing reports to state and federal tax authorities.

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

7.4. Notice to Class Members.

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

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

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. Class Members are deemed to have been provided Notice of this

Settlement and Agreement when the Administrator mails the Class Notice, regardless of whether the Class Members actually receive the Class Notice.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator cannot reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and/or authenticity will be final and not appealable or otherwise susceptible to

challenge.

7.5.3 Each Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Each Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member will have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a

written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

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

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will also provide copies of the Settlement Agreement via email or mail to any Class Member who requests the Agreement.

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

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

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

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

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

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 52 Class Members and 6,162 Total Workweeks during the Class Period and (2) there were 39 Aggrieved Employees who worked 1,056 PAGA Pay Periods during the PAGA Period. In the event that the total number of work weeks or number of the pay periods exceeds either of the stated numbers by more than 10%, the settlement amount will be increased proportionately based on the amount the actual number of work weeks or pay periods exceeds the stated numbers, whichever percentage increase is greater (e.g., if the actual number of work weeks exceeds 6,162 by 11% [6,840], then the settlement amount shall be increased by 1%). Defendant may elect to end the Class Period or PAGA Period prior to the end dates stated in Paragraphs 1.12 and 1.33 above in order to not exceed the 10% buffer, provided that Defendant may not set the end of the Class Period or PAGA Period to before the date of mediation.
9. **MOTION FOR FINAL APPROVAL.** Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, *former* subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by

telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval, but are not required to agree to a material modification to this Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long

as the Gross Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and

employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement.
- 11.6. 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.
- 11.7. No Tax Advice. The Parties are not 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.
- 11.8. 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. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.
- 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.10. Applicable Law. The internal laws of the State of California govern all terms and conditions of this Agreement and its exhibits, without regard to conflict of law principles.
- 11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days

after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.
- 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.
- 11.18. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.19. Bankruptcy. In the event that any Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings as provided by the Bankruptcy Court. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients unless ordered by the Bankruptcy Court. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.
- 11.20. 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 to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or

Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 10/21/2025

DAVID HERNANDEZ

David Hernandez

Dated: _____

MITCHELL LEWIS STAVER & CO.

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 10/21/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Win Pham, Esq.

Eve Howe, Esq.

Attorneys for Plaintiff David Hernandez, on
behalf of himself and all others similarly
situated

Dated: _____

**CALLAHAN, THOMPSON, SHERMAN &
CADILL, LLP**

Kathleen M. Hartman, Esq.

Attorneys for Defendant Mitchell Lewis &
Staver Co.

Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: _____

DAVID HERNANDEZ

Dated: 10/16/2025

MITCHELL LEWIS STAVEN & CO.



Name: Chris Seeley

Title: CFO

APPROVED AS TO FORM ONLY:

Dated: _____

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.

Vincent Granberry, Esq.

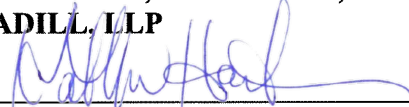
Win Pham, Esq.

Eve Howe, Esq.

Attorneys for Plaintiff David Hernandez, on
behalf of himself and all others similarly
situated

Dated: October 16, 2025

**CALLAHAN, THOMPSON, SHERMAN &
CADILL, LLP**



Kathleen M. Hartman, Esq.

Attorneys for Defendant Mitchell Lewis &
Staver Co.

EXHIBIT A

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

Hernandez v. Mitchell Lewis & Staver Co. | Case Nos. VCU307083 & VCU309266

***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.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) entitled *Hernandez v. Mitchell Lewis & Staver Co.*, Case Nos. VCU307083 & VCU309266 for alleged wage and hour violations. The Action was filed by a former employee (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Mitchell Lewis & Staver Co. during the Class Period of March 18, 2020, to September 8, 2025 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for *Mitchell Lewis & Staver Co.* during the PAGA Period of March 18, 2023, to September 8, 2025 (“Aggrieved Employees”). For the purposes of this Notice, Mitchell Lewis & Staver Co. shall be referred to here as the “Company.”

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

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

The above estimates are based on the Company’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 grant final approval of the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company 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 the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If the Court approves this Settlement, the Individual PAGA Payments will be paid to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. 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 Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must submit a challenge by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, meal period premium pay, rest break premium pay, and not providing accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced mediator, David Phillips, Esq., in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. The Court has granted preliminary approval fo the settlement and authorized this Notice. After the Notice period is completed, the Court will again review the settlement and decide whether to grant final approval of the settlement. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$285,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, the Company will fund the Gross Settlement in two payments after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class 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:
 - i. Up to \$95,000.00 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$9,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions by submitting them to the Court. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% (“Wage Portion”) of each Individual Class Payment as taxable wages and 80% (“Non-Wage Portion”) to penalties and interest (split 40% to penalties and 40% to interest). The Wage Portion is subject to payroll withholdings and will be reported on IRS W-2 Form. The Company will separately pay the employer portion of the payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments 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 monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing not later than [REDACTED] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. You Cannot Opt-Out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.

- h. 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. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money, Class Members will not release any claims against the Company, and the Settlement Agreement cannot be used in any proceedings against the Company.
- i. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class 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.
- j. Participating Class Members’ Release. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns the Released Parties from all claims that were alleged, or reasonably could have been alleged, during the Class Period based on facts and related facts and claims stated in the Operative Complaint and the Action. Except as set forth in Section 5.2 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, workers’ compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this

Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period and facts stated and related to facts in the Operative Complaint, PAGA Notice, and Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company'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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in 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.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Hernandez v. Mitchell Lewis & Staver Co.*, Case Nos. VCU307083 and VCU309266, and include your identifying information (full name, address, telephone number, and approximate dates of employment). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. 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 *Hernandez v. Mitchell Lewis & Staver Co.*, Case No. VCU307083 and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class 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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 2 of the Tulare County Superior Court, located at 221 S. Mooney Blvd, Visalia, CA 93291. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via (<https://www.tulare.courts.ca.gov/online-services/departement-2-live-stream>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website (<https://online.tulare.courts.ca.gov>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Tulare County Superior Court website by going to (<https://online.tulare.courts.ca.gov>) to register for an account and entering the Case Number for the Action, Case No. VCU307083. You can also make an appointment to personally review court documents in the Clerk’s Office at the County Civic Center by calling (559) 730-5000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The Contact information for the Settlement Administrator is as follows:

Email Address:

Mailing Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	Kathleen M. Hartman, Esq. Callahan, Thompson, Sherman & Caudill, LLP 2601 Main Street, Suite 800 Irvine, CA 92614 Tel.: (949) 261-2872 Fax: (949) 261-6060 E-Mail: khartman@ctclaw.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

“Exhibit 2”