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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY SACRAMENTO – GORDON D. SCHABER COURTHOUSE

JULIUS L. MOORE, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

KIKKOMAN FOODS, INC., a Wisconsin
incorporation; and Does 1 to 10, inclusive,

Defendants.

) Case No. 24CV005085

) Assigned for all purposes to:

) Hon.: Lauri A. Damrell

) Dept.: 22

) **DECLARATION OF MARTA MANUS IN**
) **SUPPORT OF PLAINTIFF'S MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT**

) Preliminary Approval Hearing:

) Date: January 23, 2026

) Time: 9:00 a.m.

) Dept: 22

) Action filed: March 15, 2024

) First Amended Complaint: May 20, 2024

) Second Amended Complaint: July 17, 2024

) Trial date: None Set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Julius L. Moore ("Plaintiff"), on behalf of himself and all other similarly situated employees of Defendant Kikkoman Foods, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to herein as the "Parties"). I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto. All the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1. I have reviewed the Court's "Checklist for Approval of Class Action and/or PAGA Settlements" and Local Rule 2.99.05 and submit that Plaintiff's Motion complies with the Checklist.**

I. PROCEDURAL HISTORY

2. On March 15, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all wages at the legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide authorize and permit all paid rest periods; (5) Failure to pay premium wages at the legal pay rate; (6) Failure to timely furnish accurate itemized wage statements; (7) Violations of Labor Code §§ 201-202; and (8) Unfair Business Practices. On the same date, Plaintiff sent a letter to the Defendant and the Labor and Workforce Development Agency (LWDA) to exhaust his remedies under PAGA, Labor Code §2698, *et seq.* On May 20, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under PAGA. On July 16, 2024, Plaintiff filed a Second Amended Complaint ("Operative Complaint").

3. Plaintiff contends in this Action that Defendant violated California's wage and hour laws by failing to pay all wages, failing to pay all overtime wages at the correct, legal overtime pay rate, failing to provide all compliant meal periods and rest periods, failing to pay

meal period premiums at the correct rate, failing to provide compliant and accurate itemized wage statements, failure to timely pay final wages due, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties under PAGA.

4. On July 17, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Judge Emily Vasquez, Esq. The Parties, recognizing the burdens and risks of continuing with the litigation, accepted the mediator's proposal to resolve the Action on July 22, 2025.

II. THE SETTLEMENT

5. The Settlement Agreement proposes the following Class: all persons employed by Defendant in California as non-exempt employees at any point from September 18, 2019, to October 15, 2025 (the "Settlement Period").

6. To settle the Action and Released Claims, Defendant agrees to pay the Gross Settlement Amount of \$193,000.00, exclusive of the employer's portion of payroll taxes and fees. It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery. The Gross Settlement Amount represents approximately 47% of the total estimated case value, which demonstrates that the settlement is fair and reasonable.

7. There are a total of approximately 7,169 workweeks during the period from September 18, 2018, to July 17, 2025 (the "Certified Workweek Amount"), resulting in a recovery of an estimated \$17.34 per workweek (estimated Net Settlement Amount of \$124,276.67¹ divided by 7,169 workweeks). The *average* Individual Settlement Award is approximately \$2,219.23 (Net Settlement Amount of \$124,276.67 divided by 56 Class Members). The *highest* estimated Individual Class Payment of approximately \$5,496.76 (317

¹ The Net Settlement Amount means the Gross Settlement Amount of \$193,000, less the following payments in the amounts approved by the Court: PAGA Penalties estimated at \$10,000; Class Representative Service Award estimated at \$10,000; Class Counsel Fees Payment estimated at \$64,333.33; Class Counsel Litigation Expenses Payment estimated at \$20,000; and Administration Costs estimated at \$4,390.

1 weeks in Settlement Period multiplied by \$17.34 per workweek), and the *lowest* estimated
2 Individual Class Payment is estimated to be \$17.34 (assuming a Class Member worked only one
3 workweek in the Settlement Period). Additional proposed disbursements from the Gross
4 Settlement Amount are as follows:

5 Class Counsel Fees Payment	\$64,333.33 (1/3 of Gross Settlement Amount)
6	
7 Class Counsel Litigation Expenses Payment for actual expenses incurred in litigating the Action	Verified by Class Counsel and approved by the Court
8	
9 Administration Costs	Not to exceed \$4,390.00
10	
11 Class Representative Service Award	\$10,000.00 to Plaintiff Julius L. Moore
12	
PAGA Penalties	\$10,000.00 (\$7,500.00 to LWDA; \$2,500.00 to Aggrieved Employees)

13
14 8. As detailed in the Settlement Agreement, the Parties have selected Apex
15 Class Action, LLC (the “Administrator”), an experienced class action settlement
16 administrator, to administer this Settlement. Following preliminary approval, the
17 Administrator will mail the Class Notice per the Settlement Agreement. The Parties
18 respectfully request that this Court approve the Class Notice to be disseminated to the Class
19 consistent with the manner and timing as set forth in this Memorandum and the Settlement
20 Agreement.

21 9. To my knowledge, none of the parties or attorneys involved in this action has ever
22 had any financial interest in or affiliation with the proposed Administrator.

23 10. As such, the Parties respectfully request that this Court appoint the proposed
24 Administrator to handle the notice and claims administration procedures, including posting the
25 Judgment on its website.

26 **III. SETTLEMENT DOCUMENTS**

27 11. The Parties have finalized the terms of the following documents, true and correct
28 copies of which are attached hereto:

- 1 a. Class Action And PAGA Settlement Agreement attached hereto as
2 **Exhibit 1;**
3 b. Notice of Class Action Settlement attached to the Class Action and PAGA
4 Settlement Agreement attached to the Class Action and PAGA Settlement
5 Agreement (Exhibit 1 herein) as **Exhibit A;** and
6 c. [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of
7 Class Action and PAGA Settlement filed concurrently with this motion.

8 12. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration of
9 Kimberly Sutherland on behalf of Apex

10 13. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of
11 submission of the PAGA settlement to the LWDA.

12 **IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT**
13 **PURPOSES**

14 14. The Class definition is sufficiently specific to enable potential Class Members and
15 the Court to identify the Class Members, all of whom have indeed been identified by
16 Defendant's employment and payroll records. There are approximately 56 Class Members,
17 which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to
18 the Class consists of Defendant's policies, payroll records, time records and the forms of wage
19 statements given to Defendant's non-exempt employees.

20 15. The proposed Class Representative worked for Defendant as a non-exempt
21 employee under Defendant's uniform employment policies applicable all persons employed by
22 Defendant in California as non-exempt employees during the Settlement Period. The Class
23 Representative was subject to the same policies as other Class Members.

24 16. Accordingly, Plaintiff's claims are typical of those of other Class Members. The
25 Plaintiff/Class Representative has agreed to act as such and understands his responsibilities. The
26 Plaintiff/Class Representative has no claims or other interests that are antagonistic to the Class.

27 **V. PRELIMINARY APPROVAL OF THE SETTLEMENT**

28 17. The Settlement for each participating Class Member is fair, reasonable, and

adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. The Settlement represents a fair and reasonable value of all claims. There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount balanced against the merits of the Plaintiff's case is reasonable.

18. Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Hon. Emily Vasquez, Esq. Before mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for all 56 Class Members and other information necessary for Plaintiff to create a damages exposure analysis. Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. The Parties agreed on the proposed Settlement after extensive negotiations that resulted in a mediator's proposal.

19. The Settlement here provides pro rata distribution to Class Members based upon the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval.

20. The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of themselves, the Class, and the Aggrieved Employees.

21. Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all

known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

22. The Gross Settlement Amount is, of course, a compromise figure. Plaintiff considered the risks of decertification, the risks related to proof of Plaintiff's claims, and the strengths and weaknesses of Defendant's defenses. Plaintiff also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses of litigation would reduce the amount of funds available to class members for settlement. Furthermore, Plaintiff took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. The details for the reasonably expected recovery per claim are detailed below in the following paragraphs.

23. Failure to Pay All Wages Due to Off-the-Clock Work:

a. Facts

Plaintiff alleged that he and other Class Members performed work while under Defendant's control but were not compensated therefor. First, Plaintiff and Class Members were required to pass through mandatory security checks to enter the work premises, which took several minutes every shift. Second, Plaintiff alleged that Class Members had to wait in line for several minutes to clock in after going through the security check. Additionally, Plaintiff alleged that Plaintiff and Class Members had to clock out prior to removing their Personal Protective Equipment, which took an additional several minutes to remove while off-the-clock. Lastly, for the first two years of the class period, Plaintiff alleged that Defendant rounded Class Members' time clock punches, resulting in an average of 3.1 minutes underpaid per shift (based on time records analyzed for mediation).

b. Law

Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours worked. "Hours worked" means the time during which an employee is subject to the control of an employer and includes all the time during which the employee is suffered or permitted to work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 582.)

1 c. *Expected Recovery*

2 Plaintiff's expert calculated underpaid wages due to unlawful rounding practices for part
3 of the class period, for an estimated recovery of \$12,699. For the additional off-the-clock work
4 alleged, Plaintiff's assumed 25 minutes unpaid time per workweek (with 92.5% attributable to
5 OT based on the time records), for an estimated recover of \$129,354. The combined total amount
6 of estimated unpaid wages owed for off-the-clock hours worked totaled \$142,356.

7 Defendant contended that Plaintiff's off-the-clock theory would depend largely on
8 anecdotal evidence as there are no records of time worked off-the-clock, and ultimately this
9 claim may be determined to be too individualized for purposes of class certification. Thus, the
10 probability of prevailing on the unpaid wages claim for off-the-clock work is 20%. As such, the
11 adjusted estimated exposure for this claim was approximately \$28,471.20 based on these risks.

12 24. **Failure to Pay Overtime at the Correct Legal Rate:**

13 a. *Facts*

14 Plaintiff alleged that during his employment with Defendant provided Class Members
15 with nondiscretionary payments, including but not limited to bonuses and incentive pay.
16 Plaintiff's expert analyzed the following pay codes: Bonus, Gift, and N Shift. Additionally,
17 Defendant's 2023 Handbook states that shift premiums "will be paid to employees scheduled to
18 work second or third shifts" as a form of incentive for a less desirable shift.

19 Plaintiff alleges that Defendant failed to include the nondiscretionary bonuses into the
20 computation of the regular rate of pay to determine the correct overtime rate in pay periods in
21 which bonus payments were paid and overtime was worked. Thus, resulting in underpayment of
22 wages.

23 b. *Law*

24 "[A]n employee's 'regular rate of pay' for purposes of Labor Code section 510 and the
25 IWC wage orders is not the same as the employee's straight time rate (i.e., his or her normal
26 hourly wage rate)." (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.)
27 Instead, the regular rate of pay must include "adjustments to the straight time rate, reflecting,
28 among other things, shift differentials and the per-hour value of any nonhourly compensation the

employee has earned,” such as incentive pay. (*Ibid.*) Earned bonuses must be included in the calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e) [regular rate includes “all remuneration for employment paid to, or on behalf of, the employee”].)

c. Expected Recovery

The data provided by Defendant showed underpaid overtime wages equal to approximately \$13,066.

25. Failure to Provide All Meal Periods:

a. Facts

Plaintiff alleged that during part of the class period, Defendant maintained a facially non-compliant meal break policy that failed to specify the timing of meal periods as before the fifth hour of work. Additionally, Plaintiff alleged that Defendant failed to always provide legally compliant meal periods to Plaintiff and Class Members on eligible shifts. For example, timekeeping records analyzed for mediation reflect late meal periods, missing second meal periods and short meal periods with a net 24.3% violation rate on shifts of more than five hours.

b. Law

Employers must generally provide “a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

c. Expected Recovery

Plaintiff's damages analysis determined that Class Members' maximum recovery was approximately \$309,305, which was offset by meal period premiums paid by Defendant, equal to \$72,990, for a total maximum liability exposure of \$236,315 in unpaid meal period premiums. Defendant contended that employees were provided with the opportunity to take all meal periods, and if they did not do so, it was purely voluntary. Defendant argued that under California law, employers do not have a duty to ensure that employees take all meal periods, so

1 long as they provide meal periods and do not inhibit employees from taking all compliant meal
2 periods. Further, Defendant paid meal period premiums for approximately many of the facial
3 violations. Accordingly, the realistic recovery for the meal period is approximately 10%. As a
4 result, the adjusted exposure for the meal period claim is estimated to be approximately
5 \$23,631.50

6 **26. Failure to Provide Rest Periods:**

7 *a. Facts*

8 As with its meal break policy, Plaintiff alleged that Defendant maintained a facially
9 invalid rest break policy in the beginning of the class period. Additionally, Plaintiff alleged that
10 Defendant failed to provide all legally compliant, duty-free rest periods to Plaintiff and Class
11 Members. Plaintiff contended that Plaintiff and Class Members frequently had to forego rest
12 breaks due to the demands of the job to meet deadlines for orders and deliveries. Furthermore,
13 Plaintiff alleged that Defendant failed to authorize and permit a third rest break of shifts of more
14 than ten (10) hours.

15 *b. Law*

16 “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six
17 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
18 of more than 10 hours up to 14 hours, and so on.” (*Brinker Restaurant Corp. v. Superior Court*
19 (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and
20 states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8
21 C.C.R. § 11040(12).)

22 *c. Expected Recovery*

23 Plaintiff’s damages analysis assumed a 70% violation rate (based on anecdotal evidence
24 from Plaintiff) on shifts of 3.5 or more hours for an estimated maximum recovery is
25 approximately \$712,143 in unpaid rest period premiums. Defendant contended that Class
26 Members were permitted all required breaks and were not discouraged or prevented from taking
27 their rest breaks. Because no records reflect whether the Class Members took rest breaks and
28 proof would depend largely on anecdotal evidence from Class Members, which may be deemed

too individualized, the probability of prevailing on this claim was approximately 10%. As such, the adjusted exposure for the rest break claim was estimated to be approximately \$71,214.30.

27. Failure to Pay Meal Premiums at the Legal Pay Rate:

a. Facts

Plaintiff alleges that Defendant failed to properly compensate Class Members' meal period premiums paid at their regular rate of pay based on the same incentive pay/bonuses as addressed above.

b. Law

Labor Code § 226.7 and the wage order require employers to pay non-exempt employees an additional hour of premium wages at the employee's regular rate of compensation on each workday that the employee is not provided with a meal break. The regular rate must include all remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

c. Expected Recovery

Based on the data provided by Defendant, Plaintiff's expert calculated that a total of 37 total Class Members suffered underpayments and the total exposure for this claim is approximately \$4,096. Plaintiff's expert also calculated underpaid sick pay equal to \$9,307, for a combined total of \$13,403.

28. Failure To Provide Compliant Wage Statements:

a. Facts

Plaintiff alleged that Defendant issued improper wage statements to Plaintiff and Class Members because Defendant's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

In addition to the independent violations, if Plaintiff prevails on any of the underlying claims, Plaintiff will prevail on the derivative Labor Code § 226 claim. Because of Defendant's alleged illegal wage and hour policies as set forth above, all wages earned, and all hours worked were not accurately reflected on Class Members' wage statements.

1 *b. Law*

2 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
3 payment of wages, to furnish each of its employees an accurate itemized statement in writing
4 showing, among other things, total hours worked by the employee, all applicable hourly rates in
5 effect during each pay period and the corresponding number of hours worked at each hourly rate.

6 *c. Expected Recovery*

7 Plaintiff's damages analysis estimated that the maximum recovery for this claim was
8 approximately \$131,650 for the one-year statutory period, which included approximately 40
9 Class Members. However, Plaintiff must prove intentional violations to prevail. Further, this is a
10 penalty and not a wage loss, and courts rarely grant the full amount of the penalty. Based on
11 these risks, the adjusted exposure for this claim is approximately 25% of the maximum, for a
12 total expected recovery of \$32,912.50.

13 **29. Failure to Pay all Wages Due Upon Separation – Labor Code § 203:**

14 *a. Facts*

15 If Plaintiff prevails on any of the underlying wage claims, he will prevail on the
16 derivative Labor Code § 203 claim, because of Plaintiff's allegations that Defendant has not paid
17 all wages and penalties because of these alleged violations.

18 *b. Law*

19 Under Labor Code § 203, the Class Members who are no longer employed by Defendant
20 are entitled to 30 days of waiting time penalties because Defendant did not pay them all wages
21 due and/or related penalties upon separation.

22 *c. Expected Recovery*

23 During the statutory period, approximately 18 employees left Defendant's employ. Based
24 on average hourly rates, the 30-day maximum waiting time penalties for those Class Members is
25 \$136,228. Plaintiff estimated a 20% chance of prevailing at the time of trial on this claim as it is
26 simply derivative of the underlying claims, and Plaintiff must prove this is a "willful" violation
27 to prevail. Furthermore, trial judges rarely if ever grant the full amount of the penalty on top of
28 wages owed. Finally, there are the general risks of trial. As such, the adjusted realistic exposure

1 for this claim was approximately \$27,245.60.

2 30. Regarding the claim for violations of Business & Professions Code section 17200,
3 *et. seq.*, the forgoing analysis assumes the longer four-year statute of limitations that is available
4 under the UCL for the unpaid wage and break violations. This cause of action is derivative of the
5 other claims that have already been analyzed. Accordingly, the damages available under this
6 cause of action have already been analyzed or are duplicative of damages discussed above.

7 31. Regarding the claim for violations of the Private Attorneys General Act (PAGA),
8 the maximum potential exposure is \$789,800 using the initial violation rate of \$100 per pay
9 period per alleged violation. The strength of the PAGA claim would be impacted by the factors
10 discussed above for the non-PAGA claims. Based on recent PAGA decisions, even if Plaintiff
11 was successful on this claim through trial, the Court would likely exercise its discretion under
12 PAGA and significantly reduce the penalties and would also not impose PAGA penalties on top
13 or Cal. Labor Code § 226 and 203 penalties. Thus, the PAGA penalties were reduced by 75% for
14 a realistic exposure of a total of \$197,450 in PAGA penalties. The \$10,000 that the parties
15 allocated to PAGA Penalties is a reasonable settlement of that claim. Of this amount, 25%, or
16 \$2,500, will be distributed to Aggrieved Employees.

17 32. The proposed PAGA Penalties portion of the Settlement is both just and in the
18 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
19 and reasonable resolution of the representative PAGA claim. The Parties also believe that the
20 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
21 when considering the time and expense necessary to complete protracted litigation which,
22 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
23 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
24 also provides a small sum to each Aggrieved Employee on a pro-rata basis based on the number
25 of PAGA Pay Periods they worked during the PAGA Period (defined as the period from March
26 15, 2023, to October 15, 2025.)

27 33. Based upon the foregoing, this case had a reasonable value of approximately
28 \$209,944.10 for the underlying Labor Code claims. After considering the sharply disputed

1 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
2 substantial benefits to be received under the compromise and settlement of the action, Class
3 Counsel are of the opinion that settlement is in the best interests of the Class and is fair and
4 reasonable. Accordingly, the Gross Settlement Amount of \$193,000 represents approximately
5 **91%** of the maximum potential value of the underlying Labor Code claims (valued at
6 \$209,944.10) and approximately **47%** of the overall value including PAGA penalties (total case
7 value of \$407,394.10 (\$209,944.10 + \$197,450), which is an exceptional result.

8 34. After analyzing and weighing the evidence discussed above as well as the legal
9 issues, Class Counsel and Plaintiff concluded that the settlement of \$193,000 represents a fair
10 and reasonable discount from the realistic recovery. The Settlement will allow the parties to
11 avoid the expense and time commitments of continued litigation and provides a significant
12 benefit for the Class which would not otherwise have been available. The Gross Settlement
13 Amount of \$193,000 is a fair, reasonable, and adequate settlement.

14 **VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.**

15 35. The Class Notice provides proper notice to the Class of the terms of the
16 Settlement Agreement and the options available to the Class, including the ability of the
17 Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion
18 of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement
19 or receive any Individual Class Payment under it; to object to the terms of the Settlement; or
20 to do nothing and receive a Settlement Payment and be bound by the terms of the
21 Settlement; the date of the Final Approval Hearing, and how to obtain further information
22 through Class Counsel, the Administrator's website, or the Court's docket.

23 36. The Class Notice provides all the information a reasonable person would
24 need to make a fully informed decision about the settlement. It will notify all Class
25 Members of the terms of the settlement, of its effect on their rights, of their options as Class
26 Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for
27 exercising those options.

28 37. Plaintiff respectfully requests that the Court approve the Class Notice agreed

1 to by the parties.

2 **VII. ATTORNEYS' EXPERIENCE**

3 38. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases,
4 including class actions and PAGA actions on behalf of employees and others who have had their
5 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
6 counsel of record in numerous wage and hour and employment class action and PAGA action
7 cases pending in both state and federal court.

8 39. D.Law is well-qualified and has ample experience, knowledge, and resources to act
9 as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action.
10 Our practice is exclusively focused on employment matters and representing plaintiffs in wage and
11 hour actions with the same or similar causes of actions brought forth in the matter pending before
12 this Court.

13 40. D.Law has litigated and successfully resolved many wage and hour class action
14 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De
15 La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
16 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
17 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
18 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
19 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
20 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
21 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
22 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
23 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
24 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
25 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
26 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
27 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
28 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),

1 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
2 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
3 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
4 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
5 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
6 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v.
7 PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
8 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
9 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
10 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
11 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
12 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
13 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
14 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
15 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
16 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
17 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
18 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
19 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
20 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
21 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
22 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
23 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
24 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
25 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
26 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,
27 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa
28 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in

1 San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of
2 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
3 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
4 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
5 among others.

6 41. Gregg Lander is the Litigation Manager for D.Law, Inc.'s West Los Angeles
7 office and worked on this matter. Mr. Lander graduated from Texas A&M University in 1989
8 with a Bachelor of Business Administration degree in Marketing. In 1997, Mr. Lander graduated
9 from California Western School of Law in San Diego and was admitted to the California Bar the
10 same year. In October 2001, Mr. Lander joined the Law Offices of Kevin T. Barnes. In or about
11 2004, Mr. Barnes transitioned our firm completely to class and representative action cases and
12 since then, Mr. Lander has worked almost exclusively on complex wage and hour matters.
13 Thereafter, until 2023, Mr. Barnes and Mr. Lander litigated hundreds of wage and hour cases,
14 usually to settlement, sometimes after class certification, and occasionally including appellate
15 review.

16 42. I am a 2008 California Western School of Law graduate and was admitted to the
17 California State Bar in December 2008. Since graduating from law school, I have dedicated my
18 entire career to litigating employment class and PAGA actions. I have litigated and settled
19 hundreds of wage and hour class actions and have obtained numerous six and seven figure
20 settlements. As such, I have significant experience specifically working on wage and hour class
21 actions from the plaintiff's side.

22 43. The collective experience of the D.Law attorneys in litigating employment wage
23 and hour matters has been integral in identifying legal issues, evaluating the strengths and
24 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
25 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
26 concerning the constantly evolving substantive law (state and federal), as well as the procedural
27 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
28 equipped to use the skills and knowledge developed over decades of prosecuting and defending

1 wage and hour class actions to fairly and adequately represent the interests of the Class Members
2 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
3 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the
4 putative Class Members and aggrieved employees in this action.

5 44. We understand the responsibilities owed as counsel to the Settlement Class
6 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
7 the claims asserted in this action and have remained committed to dedicating the resources
8 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and
9 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
10 and reasonable for the Class Members and aggrieved employees and all involved, and that the
11 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
12 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
13 interfere with the duties as Class Counsel.

14 **VIII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS**

15 45. Under the Settlement, Class Counsel will request, without opposition from
16 Defendants, an award of Attorneys' Fees and Costs consisting of: Sixty-Four Thousand Three
17 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$64,333.33), one-third of the Gross
18 Settlement Amount, and actual reasonable litigation costs incurred for reimbursement of actual
19 reasonable litigation costs. This request is fair, reasonable, and adequate to compensate Class
20 Counsel for the substantial work they have put into this case and, moreover, the risk they assumed
21 by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for
22 all uncompensated work that they have already done and for all the work they will continue to do
23 in carrying out and overseeing the notification to Class Members, communicating with Class
24 Members regarding their claims, and assisting in the administration of the settlement if it is
25 preliminarily approved. At the time of filing the Motion for Final Approval of Settlement and
26 Attorneys' Fees and Costs, Plaintiff will submit detailed time records and invoices supporting the
27 request for attorneys' fees and costs. Defendant will not oppose Class Counsel's fees and cost
28 request.

1 **IX. THE CLASS REPRESENTATIVE'S SERVICE AWARD**

2 46. The Settlement provides for an Enhancement Payment of \$10,000 to Plaintiff Julius
3 L. Moore, for his service in litigating the action. Plaintiff has devoted a substantial amount of time
4 to helping Class Counsel effectively develop and prosecute this action at every stage of the
5 litigation. Plaintiff provided Class Counsel with information about Defendant, reviewed
6 documents, consulted Class Counsel throughout the litigation, participated in the mediation
7 process, and reviewed and signed the settlement agreement. Plaintiff has spent a significant
8 amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiff
9 has diligently, adequately, and fairly represented the Class Members, and has not placed their
10 interests above any member of the putative Class. This sort of payment to a Class representative
11 has been a common feature of settlements negotiated by Class Counsel and routinely approved
12 by courts. The Class Representative Enhancement Award of \$10,000 is fair and reasonable.

13 **X. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT**

14 47. Class Counsel will be submitting the Settlement Agreement to the LWDA
15 concurrently with the filing of this motion pursuant to Labor Code § 2699(1)(2). On the date of
16 the date of filing the Motion for Preliminary Approval, Plaintiff submitted the Motion to the
17 LWDA. Attached hereto as Exhibit 3 is the LWDA confirmation.

18 I declare under penalty of perjury under the laws of the State of California and the United
19 States of America that the foregoing is true and correct.

20 Executed on December 12, 2025, in San Diego, California.

21 

22 _____
23 Marta Manus, Esq.

EXHIBIT 1

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Attorneys for Defendant, KIKKOMAN FOODS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE

JULIUS L. MOORE, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

KIKKOMAN FOODS, INC., a Wisconsin
incorporation; and DOES 1 through 10,
inclusive,

Defendant

CLASS ACTION

Case No. 24CV005085

Assigned for all purposes to:
Honorable Lauri A. Damrell, Department 22

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed:	March 15, 2024
First Amended Complaint:	May 20, 2024
Second Amended Complaint:	July 16, 2024
Trial Date:	None

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between Plaintiff Julius L. Moore (“Plaintiff”) and Defendant Kikkoman Foods, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or
4 individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means the Plaintiff’s lawsuit captioned *Julius L. Moore v. Kikkoman Foods,*
7 *Inc.*, initiated on March 15, 2024, in the Superior Court for the County of Sacramento, Case No.
8 24CV005085, amended via a First Amended Complaint to add a cause of action under the Private
9 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”) on May 20, 2024, and
10 amended via a Second Amended Complaint on July 16, 2024.

11 2. “Administrator” means Apex Class Action LLC (“Apex”), and Apex is the neutral
12 entity the Parties have agreed to appoint to administer the Settlement.

13 3. “Administration Costs” means the amount the Administrator will be paid from the
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s bid the parties have received from Apex.

16 4. “Aggrieved Employee” means non-exempt employees who worked for Defendant in
17 the State of California from March 15, 2023, to October 15, 2025 (the “PAGA Period”).

18 5. “Class” means all persons employed by Defendant in California as non-exempt
19 employees at any point from September 18, 2019, to October 15, 2025 (the “Settlement Period”). It
20 shall be an opt-out Class.

21 6. “Class Counsel” Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq.,
22 Arsiné Grigoryan, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. and the other attorneys of
23 D.Law, Inc.

24 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
25 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
26 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$64,333.33.

27 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
28 Gross Settlement Amount to Class Counsel for reimbursement of reasonable and actual expenses

and costs incurred in the Action. If Class Counsel Litigation Expenses Payment is less than the amount requested, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, telephone number, Social Security number, email address (if known), hire dates, and termination dates.

10. “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).

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

12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement, with a Spanish translation if the parties deem necessary, to be mailed to Class Members, attached as Exhibit A and incorporated by reference into this Agreement.

13. “Class Representative” means the named Plaintiff Julius L. Moore, in the Action seeking Court approval to serve as a Class Representative.

14. “Class Representative Service Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and Defendant agreed not to object to a requested Class Representative Service Award of up to \$10,000.00, subject to Court approval.

15. “Court” means the Superior Court of California, County of Sacramento.

16. “Defendant” means named Defendant Kikkoman Foods, Inc.

17. “Defense Counsel” means Christopher Ward, Esq. and Sara Alexis Levine Abarbanel, Esq., of Foley & Lardner LLP.

18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment

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

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

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

21. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

22. “Gross Settlement Amount” means \$193,000.00 (One Hundred Ninety-Three Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement. 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 Costs.

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 Settlement Period.

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

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

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

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

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service

Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

29. “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.

30. “Operative Complaint” means the operative Second Amended Complaint filed on July 16, 2024.

31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least a portion of one day during the PAGA Period.

32. “PAGA Period” means the period from March 15, 2023, to October 15, 2025.

33. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

34. “PAGA Notice” means Plaintiff’s March 15, 2024, letter to LWDA (LWDA Case No. LWDA-CM-1016783-24) and the Defendant, providing notice pursuant to Labor Code section 2699.3, subd.(a).

35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

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

37. “Plaintiff” means Julius L. Moore, the named plaintiff in the Action.

38. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved Employees effectively release all claims against the Released Parties. For the Participating Class Members and Aggrieved Employees, the Release Effective Date occurs upon the Effective Date, and the date Defendant fully funds the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release

Effective Date and as described below.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described below.

42. “Released Parties” means: Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, principals, predecessors and successors in interest, owners and parents, attorneys, and assigns.

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

44. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

46. “Settlement Period” means the period from September 18, 2019, to October 15, 2025.

47. “Workweek” means any week during which a Class Member worked for Defendant for at least three calendar days, during the Settlement Period, as recorded by Defendant’s time and payroll system.

B. RECITALS.

47. On March 15, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all wages at the legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide authorize and permit all paid rest periods; (5) Failure to pay premium wages at the legal pay rate; (6) Failure to timely furnish accurate itemized wage statements; (7) Violations of Labor Code §§ 201-202; and (8) Unfair Business Practices. On the same date, Plaintiff sent a letter to the Defendant and the Labor and Workforce Development Agency (LWDA) to exhaust his remedies under PAGA, Labor Code

§2698, et seq. On May 20, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under PAGA. On July 16, 2024, Plaintiff filed a Second Amended Complaint (“Operative Complaint”).

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

49. On July 17, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Judge Emily Vasquez (Ret.) and accepted the mediator’s proposal on or about July 22, 2025.

50. Prior to mediation, Plaintiff obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

51. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

52. Defendant has agreed to conduct, and has conducted, a special review of its wage-and-hour policies and practices including, but not limited to, off-the-clock work, providing meal and rest periods to all employees and premium wages where applicable, reimbursing employees for required work-related business expenses, compensating employees all final wages due and owing in a timely manner.

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

C. MONETARY TERMS.

54. Gross Settlement Amount. Except as otherwise provided by Paragraph F below, Defendant will pay \$193,000.00 (One Hundred Ninety-Three Thousand Dollars and Zero Cents) to

1 fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all
2 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
3 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
4 which Defendant will pay separately.

5 55. Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the
6 Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll
7 taxes by transmitting the funds to a Qualified Settlement Fund established by the Administrator no
8 later than fourteen (14) days after the Effective Date.

9 56. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
10 Settlement Amount by the deadline set forth in Paragraph 55 and pursuant to the Administrator's
11 payment timeline, and such failure continues for more than thirty (30) days after written notice from
12 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
13 incur interest at the statutory rate for a judgment for wage under California law. Any such interest
14 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
15 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in
16 Paragraph 55 of this Agreement, absent court order. Any dispute between the Parties as to the
17 meaning and/or application of Paragraph 55 will be submitted to the Court. No interest will accrue
18 during the time that any Paragraph 55 issue is submitted to and is before the Court.

19 57. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
20 this Agreement, the Administrator will make and deduct the following payments from the Gross
21 Settlement Amount in the amounts specified by the Court in the Final Approval:

22 57.1 To Plaintiff: A payment for the Class Representative Service Award to the Class
23 Representative of not more than \$10,000.00 (Ten Thousand Dollars) in addition to any Individual
24 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as
25 a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
26 Representative Service Award that does not exceed this amount. As part of the motion for the Class
27 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court
28 approval for any Class Representative Service Award. If the Court approves a Class Representative

1 Service Award less than the amount requested, the Administrator will retain the remainder in the
2 Net Settlement Amount to be distributed to Participating Class Members. The Administrator will
3 pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full
4 responsibility and liability for employee taxes owed on the Class Representative Service Award.

5 57.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
6 Gross Settlement Amount, that is up to \$64,333.33, and a Class Counsel Litigation Expenses
7 Payment for actual costs incurred in litigation this action. Defendant will not oppose requests for
8 these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees
9 Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the
10 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
11 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
12 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
13 Participating Class Members. The Administrator will pay the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
15 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
16 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
17 from any dispute or controversy regarding any division or sharing of any of these payments.

18 57.3 To the Administrator: An Administration Costs payment not to exceed \$4,390.00
19 except for a showing of good cause and as approved by the Court. To the extent the Administration
20 Costs are less, or the Court approves payment of less than \$4,390.00, the Administrator will retain
21 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

22 57.4 To Each Participating Class Member: An Individual Class Payment is calculated
23 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
24 Participating Class Members during the Settlement Period, and (b) multiplying the result by each
25 individual Participating Class Member's Workweeks.

26 57.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class
27 Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The
28 Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each

Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is 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.

57.4(b) 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.

57.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 will 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. Aggrieved Employees cannot request exclusion.

57.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$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 individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

57.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

58. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through mediation, Defendant certifies that the number of Workweeks for 56 Class Members from September 18, 2018, to July 17, 2025, is 7,169 (the "Certified Workweek Amount").

59. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form

1 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
2 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
3 for no other purpose, and restrict access to the Class Data to Administrator employees who need
4 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing
5 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
6 identifying information and to provide corrected or updated Class Data as soon as reasonably
7 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
8 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
9 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

10 60. Payments from the Gross Settlement Amount. The monies to be distributed pursuant
11 to paragraph 57, including to the Individual Class Payments to Participating Class Members (i.e. the
12 Net Settlement Amount), and the Individual PAGA Payments to Aggrieved Employees shall be paid
13 to them by the Administrator within fourteen (14) days following the receipt of the Gross Settlement
14 Amount by the Administrator from Defendant.

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

25 62. The Administrator must conduct a Class Member Address Search for all Class
26 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address Search.

1 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
2 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
3 any Class Member whose original check was lost or misplaced, requested by the Class Member prior
4 to the void date.

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

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

13 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiff, Class Members,
14 and Aggrieved Employees will release claims against all Released Parties as follows:

15 65. Plaintiff's Release. Plaintiff and his respective former and present spouses,
16 representatives, agents, heirs, administrators, successors, and assigns generally, releases and
17 discharges Released Parties from all claims, transactions, or occurrences, known or unknown, arising
18 at any time up to the date of Plaintiff's execution of this Agreement. Plaintiff expressly waives and
19 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
20 which reads:

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

25 66. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
26 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
27 benefits, workers' compensation benefits that arose at any time, or based on occurrences after the
28 date of Plaintiff's execution of this Agreement. 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.

67. Release by Participating Class Members: All Participating Class Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Settlement Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Settlement Period (the "Released Class Claims"). The Released Class Claims do not include civil penalties pursuant to PAGA.

68. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are 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 facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the PAGA Period.

69. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall release the Released Parties from the Released Class Claims and all Aggrieved Employees shall release the Released Parties from the Released PAGA Claims.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

70. Defendant's Statement of Non-Opposition in Support of Preliminary Approval. Defendant may, but is not required to by this Agreement, file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

71. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for

1 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
2 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
3 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
4 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement
5 and attesting to its willingness to serve; competency; operative procedures for protecting the security
6 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
7 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
8 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
9 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
10 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
11 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
12 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
13 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
14 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
15 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
16 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
17 of any other pending matter or action asserting claims that will be extinguished or adversely affected
18 by the Settlement.

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

24 73. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
26 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
27 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
28 Approval or conditions Preliminary Approval on any material change to this Agreement, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

74. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

75. Employer Identification Number. The Administrator shall have and use its own employer identification number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

76. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

77. Notice to Class Members.

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

77.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (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 as the parties have agreed substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of

any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notice, the Administrator shall update Class Member addresses using the National Change of Address Database.

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

77.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (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.

77.5 If the Administrator, Defendant, 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

78. Requests for Exclusion (Opt-Outs).

78.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a completed and signed Request for Exclusion form not later than sixty (60) days after the Administrator mails the Class Notice (plus

1 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid,
2 a Request for Exclusion form must be timely faxed, emailed, or postmarked by the Response
3 Deadline.

4 78.2 The Administrator may not reject a Request for Exclusion form as invalid because it
5 fails to contain all the information specified in the Class Notice. The Administrator shall accept any
6 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
7 as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason
8 to question the authenticity of a Request for Exclusion form, the Administrator may demand
9 additional proof of the Class Member's identity. The Administrator shall make the final decision
10 regarding the validity of a Request for Exclusion form.

11 78.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
12 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
13 by all terms and conditions of the Settlement, including the Participating Class Members' releases
14 under Paragraphs 67 and 68 of this Agreement, regardless of whether the Participating Class
15 Member actually receives the Class Notice or objects to the Settlement.

16 78.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
17 Participating Class Member and shall not receive an Individual Class Payment or have the right to
18 object to the class action components of the Settlement. Because future PAGA claims are subject to
19 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
20 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this
21 Agreement and are eligible for an Individual PAGA Payment.

22 79. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
23 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
24 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay
25 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the
26 allocation by communicating with the Administrator via fax, email or mail. The Administrator must
27 encourage the challenging Class Member to submit supporting documentation. In the absence of any
28 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA

1 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. The Administrator shall promptly provide copies of all challenges to the calculation of
3 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
4 Administrator's determination of the challenges. The Administrator shall make the final decision
5 regarding challenges to the calculation of Workweeks and PAGA Pay Periods.

6 80. Objections to Settlement.

7 80.1 Only Participating Class Members may object to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
9 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
10 and/or Class Representative Enhancement Award.

11 80.2 Participating Class Members may send written objections to the Administrator, by fax,
12 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
13 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
14 Participating Class Member who elects to send a written objection to the Administrator must do so
15 not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional
16 fourteen (14) days for Class Members whose Class Notice was re-mailed).

17 80.3 Non-Participating Class Members have no right to object to any of the class action
18 components of the Settlement.

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

21 81.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
22 maintain and use an internet website to post information of interest to Class Members including the
23 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
24 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
26 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
27 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
28 and emails.

1 81.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
3 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
5 other identifying information of Class Members who have timely submitted valid Requests for
6 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
7 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion forms
8 submitted (whether valid or invalid).

9 81.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
10 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
11 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
12 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
13 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
14 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
15 of Requests for Exclusion and attach copies of all Requests for Exclusion forms and objections
16 received.

17 81.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
18 to address and make the final decision consistent with the terms of this Agreement on all Class
19 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods.

20 81.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which
21 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class
22 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
23 diligence and compliance with all of its obligations under this Agreement, including, but not limited
24 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
25 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
26 (both valid or invalid), the number of written objections and attach the Exclusion List. The
27 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
28 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

1 81.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
3 and Defense Counsel with a final report detailing its disbursements by employee identification
4 number only of all payments made under this Agreement. At least fifteen (15) days before any
5 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
6 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
7 required under this Agreement. Class Counsel is responsible for filing the Administrator's
8 declaration in Court.

9 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered
10 through the mediation, it is estimated that there are 56Class Members who collectively worked a
11 total of **7,169** Workweeks from September 18, 2019, to July 17, 2025 (the "Certified Workweek
12 Amount"). If it is determined that the actual number of Workweeks for all Class Members during
13 the Settlement Period exceeds the Certified Workweek Amount by more than seven percent (7%),
14 the GSA shall be increased by the percentage difference between the Certified Workweek Amount
15 and the actual number of Workweeks that accrued for all Class Members during the Settlement
16 Period. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree
17 that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase
18 proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement
19 Amount after the upward adjustment required by this provision is implemented.

20 **I. DEFENDANT'S RIGHT TO WITHDRAW.** If Class Members representing more
21 than an aggregate total of 15% of the total Workweeks during the Settlement Period opt out of the
22 Settlement, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The
23 Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or
24 effect whatsoever, and that neither Party will have any further obligation to perform under this
25 Agreement; provided, however, Defendant will remain responsible for paying all Administration
26 Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to
27 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to
28 Defense Counsel; late elections will have no effect.

1 **J. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
2 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
3 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
4 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final
5 Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

6 82. Response to Objections. Each Party retains the right to respond to any objection raised
7 by a Participating Class Member, including the right to file responsive documents in Court no later
8 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
9 the Court.

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

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

22 85. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
24 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
25 counsel, and all Participating Class Members who did not object to the Settlement as provided in
26 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
27 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
28 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to

1 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
2 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
3 and the Judgment becomes final.

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

14 **K. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
15 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
16 judgment.

17 **L. ADDITIONAL PROVISIONS.**

18 87. No Admission of Liability, Class Certification or Representative Manageability for
19 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
21 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any
22 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
23 defenses in the Action have merit. The Parties agree that class certification and representative
24 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
25 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
26 certification of any class for any reason, Defendant reserves all available defenses to the claims in
27 the Action, and Plaintiff reserves the right to move for class certification on any grounds available
28 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to

1 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
2 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3 88. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
5 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
6 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
7 specifically or generally, to any person, corporation, association, government agency, or other entity
8 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
9 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
10 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
11 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
12 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
13 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
14 directly or indirectly, initiate any conversation or other communication, before the filing of the
15 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
16 giving rise to this Agreement except to respond only that "the matter was resolved," or words to that
17 effect. This paragraph does not restrict Class Counsel's communications with Class Members in
18 accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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1 91. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
4 terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

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

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

17 94. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
20 10, as amended) or otherwise.

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

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

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

98. 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.

99. 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.

100. 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.

101. 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.

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

To Plaintiff	To Defendant
D.LAW, INC. David Yeremian d.yeremian@d.law Arsiné Grigoryan a.grigoryan@d.law Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law 450 N. Brand Blvd., Suite 840 Glendale, CA 91203 Telephone: (818) 962-6465 Facsimile: (818) 962-6469	FOLEY & LARDNER LLP Christopher Ward cward@foley.com 555 South Flower Street, Suite 3300 Los Angeles, CA 90071 Telephone: (213) 972-4500 Facsimile: (213) 486-0065 FOLEY & LARDNER LLP Sara Alexis Levine Abarbanel sabarbanel@foley.com 11988 El Camino Real, Suite 400 San Diego, CA 92130 Telephone: (858) 847-6700 Facsimile: (858) 792-6773

103. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be

1 deemed to be one and the same instrument if counsel for the Parties will exchange between
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
3 the existence and contents of this Agreement.

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

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

18 106. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
19 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
21 and enforceable.

22 107. Severability. In the event that one or more of the provisions contained in this
23 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
24 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
25 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
26 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
27 had never been included in this Agreement.

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1 **IT IS SO AGREED.**

2
3 By the Parties:

4 DATED: 10/20/2025

Signed by:



F14E4C9260624A4...

Plaintiff Julius L. Moore

5
6 DATED: _____

Defendant Kikkoman Foods, Inc.

8 By: Dan Miller

9 Position: Vice President of Administration

10 Approved by counsel:

11
12 DATED: 10/20/2025

D.LAW, INC.

13
14 By: _____

David Yeremian

Arsiné Grigoryan

15 Enoch J. Kim

16 Marta Manus

Counsel for Plaintiff Julius L. Moore

17
18 DATED: _____

FOLEY & LARDNER LLP

19
20 By: _____

Christopher Ward

21 Sara Alexis Levine Abarbanel

Counsel for Defendant, Kikkoman Foods, Inc.

1 **IT IS SO AGREED.**

2
3 By the Parties:

4 DATED: _____

Plaintiff Julius L. Moore

5
6 DATED: 10/15/2025 _____

DocuSigned by:

Dan Miller

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Defendant Kikkoman Foods, Inc.

By: Dan Miller

Position: Vice President of Administration

7
8
9
10 Approved by counsel:

11
12 DATED: _____

D.LAW, INC.

13
14 By: _____

David Yeremian

Arsiné Grigoryan

Enoch J. Kim

Marta Manus

Counsel for Plaintiff Julius L. Moore

15
16
17
18 DATED: 10/16/2025 _____

FOLEY & LARDNER LLP

DocuSigned by:

Sara Abarbanel

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19
20 By: _____

Christopher Ward

Sara Alexis Levine Abarbanel

Counsel for Defendant, Kikkoman Foods, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Moore v. Kikkoman Foods, Inc.

(Sacramento County Superior Court, Case No. 24CV005085)

***The Sacramento County Superior Court 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 the settlement of a class action lawsuit (“Settlement”) entitled *Julius Moore et al. v. Kikkoman Foods, Inc.* filed by named plaintiff Julius L. Moore (“Plaintiff”) for alleged violations of the California Labor Code (the “Action”) against Kikkoman Foods, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as persons employed by Defendant in California as non-exempt employees at any point from September 18, 2019 through October 15, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all non-exempt employees who worked for Defendant in the State of California from March 15, 2023 to October 15, 2025 (the “PAGA Period”). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Settlement Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks and/or pay periods during the periods than is shown in the chart above, you can submit a dispute by [**DATE**] (“**Response Deadline**”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Settlement Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may “opt-out” of the Settlement of the Class Claims. If you would like to opt-out, you must submit a written request (via fax, email, or mail) for exclusion by [DATE]. If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object). In the alternative, you may object verbally in person at the Final Approval Hearing.
DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAGA PAY PERIODS	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Apex Class Action LLC (the “Administrator”), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: [DATE] TIME: [TIME]	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure to pay all overtime wages at the legal rate, failure to provide all meal periods and rest breaks, failure to fully reimburse all work expenses, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for Class Counsel’s contact information.

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

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), the Parties have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. In fact, Defendant contends that it has at all times complied with California law.

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. 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?

1. The Gross Settlement Amount. Defendant have agreed to pay a total gross settlement amount of \$193,000.00 (the “GSA”) and will deposit the GSA into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the GSA, and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees (\$64,333.33), plus reasonable costs and expenses actually incurred in the Action. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$10,000.00 to the Class Representative as a Service Award for litigating the Action, working with Class Counsel, and representing the Class. The Class Representative Service Award will be the only monies the Plaintiff will receive other than the Individual Class Payment and any Individual PAGA payment.

C. Up to \$4,390.00 to the Administrator for services administering the Settlement.

D. \$3,860.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

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

3. 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 remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-

2 Forms. Defendant will separately pay employer-side payroll taxes it owes 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 the Parties 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.

5. 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 State Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

7. 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) 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.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, 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 Defendant or the "Released Parties" (which means Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, principals, predecessors and successors in interest, owners and parents, attorneys, and assigns) for the Released Class Claims as defined below.

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

All Participating Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Settlement Period (the “Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Settlement Period. The Released Class Claims do not include civil penalties pursuant to PAGA.

10. Released PAGA Claims. All Aggrieved Employees, including Non-Participating Class Members who are 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 facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

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

1. 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 during the Class Period, and (b) multiplying the result by each Participating Class Members' Workweeks during the Settlement Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$965.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.
3. Disputing Weeks Worked. The number of weeks and pay periods you worked during the Class and PAGA Periods respectively, as recorded in Defendant' records, are stated in the tables on page 1 of this notice. You have until **DATE** (the "Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator's contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).
2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employees, including those who opt out of the Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a signed letter that includes your name, address and email address or telephone number and that reasonably communicates your election to be excluded from the Class portion of the Settlement to the Administrator by the Response Deadline (as a reminder, **the “Response Deadline” is DATE**). Any person who submits a timely request for exclusion from the Class portion of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting

documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at ____ a.m./p.m., the Court will hold a hearing in Department 22 of the Superior Court for the State of California, County of Sacramento located at 720 9th Street, Sacramento, CA 95814, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and litigation costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for a Service Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

You may attend the Final Approval Hearing via Zoom or by phone. To join by Zoom, use the following link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID: 16184738886.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Sacramento, 720 9th Street, Sacramento, CA 95814. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (24CV0050854) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

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

D.LAW, INC.
David Yeremian (SBN 226337)
d.yeremian@d.law
Arsiné Grigoryan (SBN319517)
a.grigoryan@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JULIUS L. MOORE,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE

JULIUS L. MOORE, on behalf of himself
and others similarly situated,

Plaintiff,

v.

KIKKOMAN FOODS, INC., a Wisconsin
incorporation; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 24CV005085

Assigned for all purposes to:

Hon. Lauri A. Damrell

Dept.: 22

**DECLARATION OF KIMBERLY
SUTHERLAND IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: January 23, 2026

Time: 9:00 a.m.

Dept.: 22

Action filed: March 15, 2024

First Amended Complaint: May 20, 2024

Trial date: None Set

DECLARATION OF KIMBERLY SUTHERLAND

I, Kimberly Sutherland, declare as follows:

1. I am the Senior Vice President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action’s team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited

1 to employees, agents, or subcontractors who require it to perform their duties, and Apex Class
2 Action conducts background checks on all personnel with access to sensitive personal information,
3 to ensure they do not pose a threat to the security of client or class member information. To
4 guarantee the security of the settlement administration process, Apex Class Action maintains
5 \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber Liability Insurance coverage,
6 as required by legal standards and best practices in the legal profession.

7 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
8 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
9 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
10 conducting preliminary and final calculations to determine the individual settlement amounts,
11 including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv)
12 establishing a case specific website where relevant case-related settlement documents will be
13 accessible, including the judgement; (v) calculating and reporting state and federal taxes as
14 applicable; (vi) and disseminating approved settlement funds and tax forms via First-Class USPS
15 mail.

16 7. The administration fees for Apex Class Action's management of this settlement will
17 not exceed \$4,390.00, as specified in **Exhibit B**. This document presents a comprehensive plan
18 detailing the specific administration services that will be provided.

19
20 I declare under penalty of perjury under the laws of the state of California that the foregoing
21 is true and correct. Executed this 26th day of November 2025, in Irvine, California.

22
23 

24 _____
25 Kimberly Sutherland
26
27
28

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

kimberly@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5065
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Arsine Grigoryan
D.Law
AGrigoryan@d.law
818.962.6465

Case Name:

Moore v. Kikkoman

Date:

Monday, July 14, 2025

RFP Number:

313760002

Prepared By:

Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications

Estimated Class Size:	56
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	10%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	0.5	\$62.50
Data Analyst	Per Hour	\$150.00	0.5	\$75.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$137.50

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	56	\$84.00
USPS First Class Postage	Per Piece	\$0.78	56	\$43.68
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	6	\$11.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$5.60	1	\$5.60
Certified Language Translation: Spanish	Static Rate	\$800.00	1	\$800.00
Sub Total:				\$1,176.98

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$21.64	1	\$21.64
Settlement Website: Static Apex URL	Static Rate	\$350.00	1	\$350.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$371.64

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	56	\$84.00
USPS First Class Postage	Per Piece	\$0.78	56	\$43.68
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	6	\$11.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	3	\$300.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$950.00	1	\$950.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$50.00	1	\$50.00
Sub Total:				\$1,698.88

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:				\$4,390.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3